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Separate paging is given to this Part in order that it may be filed as a separate compilation.

## PART III—SECTION 1

Notifications Issued by the High Courts, the Comptroller and Auditor General, the Union Public Service Commission, the Indian Government Railways, and by Attached and Subordinate Offices of the Government of India.

OFFICE OF THE CONTROLLER OF PRINTING & STATIONERY, INDIA

INDIAN AUDIT AND ACCOUNTS DEPARTMENT  
Leave and Appointments

### NOTIFICATIONS

New Delhi, the 3rd December 1951

No. 302/AFD/51.—Shri K. M. Iyer, Officiating Assistant Manager (Adm), Govt. of India Press, Calcutta is appointed to officiate as Assistant Controller, Stationery, with effect from the 12th November, 1951, vice Shri S. R. Dutt on leave.

No. 302/AFD/51.—Shri B. K. Banerjee, Officiating Inspector of Stationery, is appointed to officiate as Assistant Manager (Adm), Govt. of India Press, Calcutta with effect from the 12th November, 1951, vice Shri K. M. Iyer.

No. 302/AFD/51.—Shri B. Pal, Officiating Inspector of Printing, New Delhi is appointed to officiate as Inspector of Stationery, Calcutta with effect from the 12th November, 1951, vice Shri B. K. Banerjee.

No. 302/AFD/51.—Shri J. R. Hopper, Temporary Substantive Superintendent, Govt. of India Pubn. Branch is appointed to officiate as Inspector of Printing, New Delhi, with effect from the 8th November, 1951, vice Shri B. Pal.

C. A. SUBRAHMANYAM,

Controller of Printing & Stationery, India.

### MINISTRY OF HOME AFFAIRS

Intelligence Bureau

### NOTIFICATION

New Delhi-2, the 5th December 1951

No. 25/Est/50(12).—T/Major Naranjan Singh, M.C. of the Indian Army is appointed as a temporary Dy. Central Intelligence Officer in the S.I.B. Amritsar with effect from 14th November, 1951 vice A/Major Harphul Singh reverted to the Indian Army from the same date.

T. R. SUBHEDAR,  
for Director.

### INSPECTOR GENERAL OF POLICE, SPE.

### NOTIFICATION

Delhi, the 5th December 1951

No. 13227/14/SPE/50(216).—The period of absence from duty on medical certificate of Shri C. K. Batliwala Inspector Special Police Establishment Bombay from 27th September 1951 to 18th November 1951 is treated as leave of the kind due to him.

SITA RAM DATT,  
Administrative Officer  
for Inspector General of Police, SPE.

### NOTIFICATIONS

New Delhi, the 7th December 1951

No. 5027-GE/39-51.—Shri R. C. Mehra, Assistant Accounts Officer, in the office of the Accountant General, Punjab, has been granted leave on average pay for 2 months and 14 days with effect from the 11th October, 1951.

No. 5028-GE/53-51.—Shri C. L. Dwivedi, a member of the S.A.S. in the office of the Accountant General, Madhya Bharat, Gwalior, has been appointed to officiate as an Assistant Accounts Officer in the same office with effect from the 27th October 1951, until further orders.

No. 5029-GE/S-31/PF.—Mr. C. F. Shroff, an Indian Audit & Accounts Service probationer attached to the office of the Accountant General, Madhya Pradesh, Nagpur, has been granted earned leave for 13 days with effect from the 7th November, 1951.

No. 5031-GE/38-51.—Sri Gian Chand, a member of the Subordinate Accounts Service in the office of the Accountant General, Uttar Pradesh, has been appointed to officiate as an Assistant Accounts Officer in the same office with effect from the 15th November 1951, until further orders.

No. 5039-GE/46-51.—Shri M. Suryanarayanan, Accounts Officer, Telegraph Check Office, Calcutta has on relief been posted as Assistant Accounts Officer, Posts & Telegraphs Sub-Audit Office, Hyderabad, with effect from the 2nd November, 1951.

No. 5064-GE/48-51.—On return from leave Shri S. S. Lal, an officer of the Indian Audit and Accounts Service, has been posted as Deputy Accountant General, Rajasthan, Jodhpur with effect from the 1st October 1951.

No. 5079-GE/J-3/PF.—Shri P. N. Jain, an officer of the Indian Audit and Accounts Service, has been granted earned leave for 9 days with effect from the 30th July, 1951 with permission to prefix Sunday the 29th July, 1951 to the leave.

On return from leave, Shri P. N. Jain, an officer of the Indian Audit and Accounts Service, has been reposted as Deputy Accountant General III in the office of the Accountant General, Uttar Pradesh, Allahabad, with effect from the 8th August, 1951.

No. 5122-GE/C-4/PF.—Shri M. R. Chawla, an Indian Audit and Accounts Service probationer in the office of the Accountant General, Uttar Pradesh, Allahabad, has been granted earned leave for 26 days with effect from the 16th November, 1951.

No. 5130-GE/4-M/PF.—Sri V. R. Mahadevan, an officer of the Indian Audit and Accounts Service, has been granted leave on average pay for 18 days with effect from the 12th November, 1951.

On return from leave, Shri V. R. Mahadevan, an officer of the Indian Audit & Accounts Service, has been re-posted as Assistant Comptroller and Auditor General (Administration) in the office of the Comptroller and Auditor General of India, with effect from the 28th November, 1951.

**No. 5132-GE/44-51.**—Shri J. M. Bhattacharya, an Assistant Accounts Officer in the office of the Accountant General, Food, Rehabilitation and Supply, has been granted leave on average pay for twenty days with effect from the 22nd October, 1951 with permission to prefix and affix to the leave the Sundays, viz., the 21st October, 1951 and the 11th November, 1951 respectively.

**No. 5152-GE/666-50.**—Mr. W. J. Varghese, Acting Assistant Accountant General, in the office of the Accountant General, Travancore-Cochin, Trivandrum has been granted extension of leave as indicated below.

Furlough on half average salary for one month from 1st October 1951 in continuation of the leave already granted to him.

**No. 5043-GE/S-15/PF.**—Shri Mohinder Singh Sarna has been appointed as probationer in the Indian Audit and Accounts Service, with effect from the 24th July, 1951, and attached to the Indian Audit and Accounts Service Training School at Simla from the same date.

**No. 5045-GE/J-3/PF.**—Sri S. Jayaraman has been appointed as probationer in the Indian Audit and Accounts Service with effect from the 25th July, 1951 and attached to the Indian Audit and Accounts Service Training School at Simla from the same date.

**No. 5047-GE/K-5/PF.**—Shri Amrit Lal Kohli has been appointed as probationer in the Indian Audit and Accounts Service with effect from the 27th July 1951 and attached to the Indian Audit and Accounts Service Training School at Simla from the same date.

**No. 5049-GE/R-11/PF.**—Mr. C. S. Venugopala Rao has been appointed as probationer in the Indian Audit and Accounts Service with effect from the 27th August 1951, and attached to the Indian Audit and Accounts Service Training School at Simla from the same date.

**No. 5051-GE/C-10/PF.**—Mr. R. N. Chatterjee has been appointed as probationer in the Indian Audit and Accounts Service and posted to the office of the Accountant General, Bihar, Ranchi with effect from the 1st September 1951.

**No. 5053-GE/R-13/PF.**—Sri K. S. Rangamurthi has been appointed as probationer in the Indian Audit and Accounts Service with effect from the 27th July 1951 and attached to the Indian Audit and Accounts Service Training School at Simla from the same date.

**No. 5074-GE/M-10/PF.**—Mr. Rajinder Singh Maunder has been appointed as probationer in the Indian Audit and Accounts Service and attached to the Indian Audit and Accounts Service Training School at Simla with effect from the 18th October 1951.

**No. 5077-GE/R-16/PF.**—Mr. S. Ramachandran has been appointed as probationer in the Indian Audit and Accounts Service and attached to the Indian Audit and Accounts Service Training School at Simla with effect from the 3rd September, 1951.

P. D. PANDE,

*Deputy Comptroller & Auditor-General.*

## MINISTRY OF LABOUR

### Regional Directorate of Resettlement & Employment

#### NOTIFICATION

*Lucknow, the 4th December 1951*

**No. 0302/38/11249.**—Sri P. S. Negi, Sub-Regional Employment Officer, Sub-Regional Employment Exchange, Lansdowne was granted Earned leave for 30 days from October 20, 1951 to November 27, 1951 (both days inclusive).

RADHA KANT,

*Regional Director.*

## LABOUR APPELLATE TRIBUNAL OF INDIA

### NOTIFICATION

*Calcutta, the 29th November 1951*

**No. LA.6(2)/3685.**—The following decisions of the Bombay Bench of the Tribunal are published for general information.

1. Appeal No. Bom-194 of 1951.
2. Appeal No. Bom-198 of 1951.
3. Appeal No. Bom-60 of 1951.
4. Appeal No. Bom-61 of 1951.
5. Appeal Nos. Bom-147, 151, 182 of 1951.

J. N. MAJUMDAR,

*Chairman,*

*Labour Appellate Tribunal of India*

#### Appeal (Bom.) No. 194 of 1951

Workmen employed under the Firestone Tyre & Rubber Co. of India Ltd., represented by the Firestone Tyre Employees' Union, 16, Benny's Cot., Bhaudaji Road, Matunga, G.I.P., Bombay.

**Appellants.**

#### Versus

- (1) Firestone Tyre & Rubber Co. of India Ltd., Hay Bunder Road, Sewree, Bombay.
- (2) The workmen employed under the Firestone Tyre & Rubber Co. of India Ltd., other than appellants.

**Respondents.**

In the matter of an appeal against the award of the Industrial Tribunal, Bombay, (Shri P. S. Bakhle) in Reference (IT) Nos. 151 of 1949 and 20 of 1950, published in the Bombay Government Gazette, dated the 7th May 1951.

*The 5th day of November 1951*

#### Present :

Shri K. P. Lakshmana Rao, President.

Shri F. Jeejeebhoy, Member.

#### Appearances :

for the Appellants :

Shri Rajini Patel, Bar-at-Law, instructed by Messrs. P. P. Bharat Iyer, General Secretary, and P. Ramachandran, Assistant Secretary, Firestone Tyre Employees' Union.

For the Respondents :

(1) Shri S. D. Vimadalal, counsel, instructed by Messrs. Manilal Kher, Ambalal & Co., Solicitors.

(2) No appearance.

*State.*—Bombay.

*Industry.*—Engineering.

#### DECISION

This is an appeal against the award of the Industrial Tribunal, Bombay in reference Nos. 151 of 1949 and 20 of 1950 (which have been taken together for the purposes of a decision) in the matter of the Firestone Tyre & Rubber Co. of India Ltd., and its workmen. Four grounds of appeal have been urged before us and they relate to—

- (a) payment of increased dearness allowance between 1st January 1947 and March 1948, and the payment of dearness allowance to factory workers on percentage basis ;
- (b) night shift allowance ;
- (c) applicability of the award in Ref. (ITB) No. 6 of 1949 to the monthly paid staff of the factory ; and
- (d) bonus for 1948-1949.

2. The Company, it was alleged, had been paying dearness allowance at the textile rate ; by an award of 20th February 1948 the scale of dearness allowance as applicable to the textile mills was raised with retrospective effect from 1st January 1947. It is not disputed that the Company commenced paying dearness allowance at that

rate from March 1948; but it is contended by the employees that the Company should have followed the practice of the textile concerns and paid the higher dearness allowance retrospectively from 1st January 1947. It has been urged before us on behalf of the employees that they were receiving all along the same rate of dearness allowance as the textile industry, but upon an examination of the position this contention is found to be incorrect. It may be that for the sake of convenience the Company had been paying dearness allowance before 1947 at the textile rate, but there is a difference between that and the contention that the company had agreed to pay dearness allowance at the textile rate as changed from time to time. To the textile industry the revised rate was given with retrospective operation from 1st January 1947 because from that date the standardized wages had come into force, and that is a basis of difference which we must recognise. The learned Adjudicator has declined the claim made under this head, and we see no reason to differ from his finding.

3. Under the same general head is the claim that the dearness allowance of the factory workers should be paid on a percentage basis as in the case of the clerks in the employment of the Company, and it is urged that there should be no differentiation between the clerical staff and the other workmen. The learned Adjudicator has pointed out that the difference between the two scales is due to the fact that the clerical staff comes from the middle class whose cost of living, as held by Mr. Justice Rajadhyaksha in his Postal Award, is higher than the working class cost of living by about 80 per cent., and that the difference between the two sets of employees and their respective cost of living has been generally well recognised. The grant of dearness allowance is intended to neutralize the cost of living of an employee, and we are of the opinion that no case has been made out for a percentage basis of dearness allowance in the case of factory workers as against their present dearness allowance.

4. (b) The claim under this head is to the effect that an additional allowance should be given to the workmen who work in the second and third shifts. There are three shifts in this company and every week there is a change over. We have had occasion to consider a claim of a similar nature in the case of the Fertilizer & Chemicals Travancore Ltd., Alwaye (Appeal (Bom.) Nos. 18 and 20 of 1951, II L.L.J. 211), and we there observed that it is a common feature in all industries where there are three shifts that some of the workmen should have to work at night and we held that no case has been made out for the grant of any special allowance for night work. The wage structure assumes that the workmen would be required to do night shifts in turn, and it is not suggested that any of the workmen are permanent night workers. We see no reason to give a different decision in the case before us.

5. (c) The third point argued before us concerns the claim made by the employees that the terms of the award in Ref. (ITB) No. 6 of 1949 in respect of the Company's monthly paid staff should be made applicable *in toto* to the rest of the monthly paid staff of the Company. In effect it means that the award in respect of the Company's office staff should be applied to the monthly rated staff attached to the factory. The persons who are affected by this demand are certain store-keepers, compounders, drivers, tea boys and watchmen, as shown in the list which has been now supplied by the employees. The learned Adjudicator has declined to grant this claim on the ground that the system of working in the office and the factory differs, and that if the claim was granted there would be resulting inconvenience in the factory if the same leave rules were applicable. It has however been elicited during the course of the hearing before us that prior to the award in Reference (ITB) No. 6 of 1949 the office staff as well as the monthly paid staff of the factory had been receiving the same dearness allowance and increments, and that when the dearness allowance of the office staff was increased by reason of the award, no corresponding increase of dearness allowance had been given to the monthly rated staff of the factory, and a complaint had also been made that they had not received the annual increments for 1948-1949 given to the office staff by the award. Mr. Vimadlal in the course of his arguments very properly agreed that the monthly paid factory workers should receive dearness allowance as given to the monthly paid staff and also one increment as mentioned in paragraph 33 of the award in Reference (ITB) No. 6 of 1949 and we direct accordingly. We agree with him that the monthly paid factory workers are not entitled to the other terms of the award which have not been made applicable to them nor to the same future increments.

6. (d) *Bonus for 1948-49.*—It is the claim of the employees that they should receive bonus at least equivalent to four months' wages. That the accounts of the Company show an available surplus out of which a satisfactory bonus could be paid is not in dispute. It is also not in dispute that the wages paid by the company are generally higher than the wages in most of the other industries in Bombay, and that the dearness allowance is also high. The Company has filed a statement indicating the labour troubles they have been having in their factory, and in particular they refer to a three months' strike from 21st January 1949 till the middle of April of that year. The Company contends that the strike was illegal and unjustified and that at the end of three months work was resumed without any advantage to the workmen but with considerable loss to the company. The learned Adjudicator has taken the view that the profits of the year in question were very nearly the same as those of 1946-47 for which year he had directed the Company to pay to its workers bonus equivalent to 2 months' wages excluding dearness allowance. He observed however that during that year the Company had paid as Independence Day bonus a sum equivalent to one month's basic wages, and thus in 1946-47 the workers had received by way of bonus a sum equivalent to 1/4th of the annual basic earnings of the year. In the year in question the Company had not paid any other bonus on account of any special circumstances, and the learned Adjudicator therefore gave the same bonus as he had given in 1946-47, namely, bonus equivalent to three months' basic earnings of the year.

7. It is not the company's case that because of the three months' strike the bonus of the workmen should be completely refused, and to that extent they have been generous. They contend however that in view of the strike there ought to be no increase in the amount of bonus which has been given. We must however assume that in the matter of bonus the Company has waived the damage done to its business by the three months' strike, and even if we take into account the misguided activities of the Union in promoting such strikes, we still think that the profits of the year yield a substantial surplus out of which bonus could be paid. We do not propose to discuss the finances of the Company because of the seal of confidence under section 21 of the Industrial Disputes Act; but we are of the view that even after giving due weight to the contention of the Company regarding its unascertained loss owing to the strike, we think that a higher bonus ought to have been given. We would therefore increase the bonus from 1/4th to 1/3rd of the annual basic earnings of the year. This would include the bonus already paid by the Company.

8. The appeal is therefore allowed to the extent stated in this decision and is otherwise dismissed. No order as to costs.

K. P. LAKSHMANA RAO,  
President.

F. JEEJEEBHROY,  
Member.

#### Appeal (Bom.) No. 198 of 1951

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|---|-------------|
| (1) Workmen employed under the Surat Borough Municipality, Surat, who are members of the Surat Municipal Employees (Staff) Union, Ramji's Pole, Nanavat, Surat. | Appellants. |
| (2) Bhat K. Vyas, C/o The Surat Municipal Employees (Staff) Union, Ramji's Pole, Nanavat, Surat.  | Appellants. |

#### Versus

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|---|--------------|
| (1) The Surat Borough Municipality, Surat.  | Respondents. |
| (2) Workmen employed under the Surat Borough Municipality, who are not members of the Surat Municipal Employee (Staff) Union. | Respondents. |

In the matter of an appeal against the award of the Industrial Tribunal (Shri Salim M. Merchant) Bombay, in Complaint No. 48 of 1951 (In Ref. I.T. No. 78 of 1950), published in the Bom. Govt. Gazette dated 14th June 1951.

The 6th day of November 1951

#### Present :

Shri K. P. Lakshmana Rao, President.  
Shri F. Jeejeebhoy, Member.

**Appearances :**

For the Appellants :

Shri N. V. Phadke, Advocate instructed by Shri R. D. Dave, Secretary, Shri D. P. Shukla & Batuk K. Vyas.

For the Respondents :

(1) Shri K. D. Desai, Advocate, instructed by Shri T. R. Desai, Chief Officer, Surat Borough Municipality.

(2) No appearance.

State.—Bombay.

Industry.—

**DECISION**

This is an appeal by the employees of the Surat Borough Municipality against an award of the Industrial Tribunal at Bombay. It would appear that during the pendency of a reference to which the Surat Borough Municipality (hereinafter called the Municipality) and its workmen were parties, the Municipality on 24th February 1951 discharged one of its employees by name Batuk K. Vyas "for his failure to comply with the provisions of Rule 17(4) of the Conduct and Discipline Rules framed by this Municipality". It is not in dispute that the Municipality did not apply for written permission of the Tribunal under section 33 of the Industrial Disputes Act before discharging the employee from service; and after his discharge the employee made an application under section 33A of the Industrial Disputes Act praying that the order of discharge be set aside and that he may be reinstated from the date of his discharge to his original post, and also that he may be granted compensation for the period of his non-employment.

2. The employee in question was a temporary employee in the post of Leakage Inspector since 4th November 1949, and he was without doubt a party to the main Reference. He contested the Rander Municipal Elections held on 26th February 1951, and was defeated. When the Municipality learnt of the employee's candidature intimation was given to him on 13th February 1951 that having regard to Rule 17(4) of the Conduct and Discipline Rules he should either withdraw his candidature or resign from Municipal service, otherwise action would be taken against him. The employee declined to do either, and by a resolution of the Standing Committee of 23rd February 1951 he was discharged from service.

3. The Municipality has explained that its action was *bona fide*, and that it did not make an application under section 33 of the Act as the employee was a temporary employee; the Municipality prayed that if the Tribunal held that the employee was covered by the provisions of section 33 of the Act permission should be granted to discharge him from service. The learned Adjudicator below has held that though written permission of the Tribunal had not been obtained under section 33, the discharge of the employee was justified on the merits; no compensation was awarded as the Tribunal was satisfied that the complainant acted clearly in violation of Municipal Service Rules.

4. Mr. Phadke on behalf of the employee has urged before us that since it has been admitted that the discharge had been made in contravention of section 33, the only order that could be passed on an application under section 33A was an order for reinstatement, and that the Tribunal could not and should not apply its mind to the propriety or justification of the discharge. We are unable to accept any such limitation. In the case of the Serampore Belting Mazdur Union and Serampore Belting Co. Ltd., the scope and effect of enquiry under section 33A was considered by the Calcutta Bench of the Labour Appellate Tribunal of India (II L.L.J. 341). It was there observed : "Section 33-A of the Act has conferred a right on the aggrieved workmen to have at their instance the dispute regarding the change of conditions of service or their discharge or punishment whether by dismissal or otherwise during the pendency of the proceedings mentioned under section 33 adjudicated upon by approaching the Tribunal direct without the intervention of Government. The remedy regarding prosecution under section 31 has been left untouched. Thus by the introduction of section 33-A, two objects have been attained, namely, (1) avoidance of multiplicity of proceedings and (2) a more speedy determination of the dispute. The scope of the enquiry under section 33-A would be the same as it would have been before the amendment of 1950 if a reference by the appropriate Government had been made and this, in our opinion, is indicated by the phrase 'as if it were a dispute referred to' occurring in that section. The language of section

33-A presupposed that section 33 had been contravened by the employer. It is that fact which gives the aggrieved employee the right to set the Tribunal in motion. If the fact of contravention of section 33 is challenged by the employer that would raise a preliminary issue, and if that preliminary issue is decided in favour of the employee a further enquiry into the dispute can be proceeded with. It follows that the scope of this further enquiry is to be different and distinct from the enquiry necessary for the determination of the preliminary issue, and so must necessarily be in respect of the merits of the challenged act of the employer. We, therefore, see no good reason for the adoption of the view that section 33-A only defines the procedure to be followed by the Tribunal in enquiring into the complaint and that enquiry would be only to see if section 33 had been contravened." Mr. Phadke's contention has therefore been answered, and we shall now deal with his other arguments.

5. Section 58 of the Bombay Municipal Borough Act, 1925, gives power to the Municipality to make rules not inconsistent with the Act, with power to alter or rescind them from time to time. Sub-section (d) authorises the making of rules generally for the guidance of the Municipality's officers and servants in all matters relating to the Municipal Administration. Sub-section (f) similarly allows for rules determining the mode and conditions of appointment, punishment, or dismissal of any officer or servant; and also delegating to officers designated in the rules the power to appoint, fine, reduce, suspend or dismiss any officer or servant.

6. In pursuance of the powers given by section 58, sub-sections (d), (f) and (g), the Surat Borough Municipality has framed certain rules, and for the purposes of the appeal before us the relevant rule is Rule 17. Sub-rule (2) of Rule 17 provides that no officer or servant of the Municipality shall canvass or otherwise interfere or use his influence in connection with or take part in any election to a legislative body, and sub-rule (4) lays down that the provisions of sub-rule (2) shall also apply in the case of an election to any municipal council, local board, school board or other elective body. It has been urged by Mr. Phadke that such rules are invalid inasmuch as they conflict with the provisions of section 12 sub-sections 2 and 3 of the Act. The argument proceeds on the basis that the act of the Municipality in denying the employee the right to stand for election amounts to the introduction of additional disqualification under section 12, which is the section dealing with general disqualifications for becoming a councillor. We see no substance in this contention. The Municipality does not purport to prevent or disqualify Mr. Phadke's client from standing for election or having himself elected to any other municipality. The effect of the rule which the Municipality has framed is simply this, that if the employee in question chooses to stand for election he must decide to abandon his employment with the Surat Borough Municipality. This is a rule of propriety and convenience and there is nothing inherently wrong about it, and it is covered by section 58(d) of the Act. It does not abridge the employees' rights under the provisions of Section 12 or any other section of the Act, and it is a rule which it is permissible for the Municipality to frame under section 58 of the Act for discipline and good management.

7 The appeal therefore fails and is dismissed. No order as to costs.

K. P. LAKSHMANA RAO,  
President.

F. JEEJEEBHoy,  
Member.

Appeal (Bom.) No. 60 of 1951

The State of Bombay.

Appellant.

Versus

1. The Indian Enamel Works Ltd.,  
Bombay.  
2. The workmen employed under it—  
represented by Metal Mazdoor Sabha. } Respondents.

In the matter of an appeal against the award of the Industrial Tribunal (Shri P. S. Bakhle), Bombay, in Reference (IT) No. 71 of 1950, dated the 22nd January 1951.

The 12th day of November 1951

Present :

Mr. F. Jeejeebhoy, Member.

On a reference under section 9 sub-section (8) of the Industrial Disputes (Appellate Tribunal) Act, 1950.

Previously heard by :

Mr. K. P. Lakshmana Rao, President of the Bombay Bench.

Mr. G. P. Mathur, Member.

Appearances :

For the Appellant :

Mr. Murzban Mistry, instructed by Messrs. Little & Co., Solicitors.

For the Respondents :

(1) Mr. M. H. Chhatrapati with Mr. P. T. Thakkar instructed by M/s Bhai-Shanker Kanga & Girdharlal, Solicitors.

(2) Mr. M. V. Vadhawkar, General Secretary, Metal Mazdoor Sabha.

State.—Bombay.

Industry.—Minerals and Metals (Metals).

### DECISION

This is an appeal by the State of Bombay against the decision of the Industrial Tribunal, Bombay, in the matter of the Indian Enamel Works Ltd., Bombay, and the workmen employed under it. The appellant, the State of Bombay, has filed this appeal under section 12(2) of the Industrial Disputes (Appellate Tribunal) Act, 1950. The appeal was heard by a Bench of this Tribunal consisting of the learned President of the Bombay Bench and our learned colleague Mr. Mathur, but as there was a difference of opinion between them, the appeal has been referred to me for a decision under section 9 sub-section (8) of the Industrial Disputes (Appellate Tribunal) Act, 1950.

2. There had been a previous adjudication between the same parties culminating in the award of the Industrial Tribunal, Bombay, dated 30th June 1949 (1949 I.C.R. (Bombay) p. 1262). That award came into operation on 8th July 1949 and was to remain in force for a period of six months. On 14th January 1950 the Company gave notice to its workmen in following terms :

"This is to inform you that the management finds it impossible to run the factory due to prohibitive cost of production and keen competition. The Management has therefore decided to close down the factory as from the 30th day of January 1950. This is therefore to give you notice that your services will be terminated as from the 29th day of January 1950 (Sunday).

You will be paid all your dues including wages and dearness allowance on and from the 30th day of January 1950."

3. Work in the factory was, in fact, stopped as stated in the notice; but was resumed after the 14th April 1950 in circumstances which are stated by the Company in its letter addressed to the Secretary to the Government of Bombay in the Labour and Housing Department :

"Dear Sir,

SUB :—Dispute between the Indian Enamel Works Ltd. and the workmen employed under it.

As reported to you in our letter No. 3419/50, dated 16th March 1950, the factory had remained closed since 30th January 1950. In the meanwhile the workers had been approaching us to restart the factory on the basis of the wages paid in 1948—pre-Arbitration period. We had explained to them the present economic condition of the factory. They have now forwarded to us today a copy of an application dated 13th April 1950, addressed to the Assistant Director (Labour Administration), Bombay stating therein, that they are agreeable to accept the wages paid in 1948. The said application is signed by the majority of workers and requests him to intervene in the matter with a view to restart the factory.

We have to request you to arrange for recording the acceptance by the workers to the wages paid in 1948 and to the other terms mentioned in the application. We have to inform you that as contained in the application and as desired by the workers, we are arranging to restart the factory as early as possible.

Yours faithfully,

For the Indian Enamel Works Ltd.

For Amritlal Ojha & Sons Ltd.

Managing Agents".

4. The 250 workmen upon receiving the notice of 14th January 1950 were naturally agitated concerning their impending discharge, and the Metal Mazdoor Sabha on

their behalf submitted a letter to the Secretary to the Government of Bombay in the Labour Department, dated the 17th January 1950. In that letter they doubted the bona fides of the Company in closing the works and requested that an enquiry into the financial aspect of the Company should be made before it was allowed to close down; if on enquiry it was held that the Company was entitled to close the works, the workmen demanded that they were entitled to a month's notice and compensation proportionate to the years of service that they had put into the Company; they also urged that pending enquiry the Company should be asked to continue them in employment in the normal way.

5. As a dispute had arisen the Conciliation Officer under the Industrial Disputes Act started conciliation proceedings and on the 25th February 1950 he submitted his report to the Government. The relevant portion of that report reads as follows :

"Report under section 12(4) of the Industrial Disputes Act, 1947 regarding the dispute between the Indian Enamel Works Limited, Bombay and their employees represented by the Metal Mazdoor Sabha, Bombay-12.

The Conciliation Officer met the parties on 25th January 1950. The management stated that their stocks had accumulated to the extent of 2½ lacs of Rupees and that they were not able to offer their goods in the market at competitive rates. They argued that their wage rates fixed under the award last year were higher than those prevailing in similar other concerns in Bombay. I suggested that the management may grant unemployment compensation to their workers in proportion to the service put in by them and agree to re-engage them if and when the factory reopens. The management were not ready to promise either re-engagement or unemployment compensation as they did not know whether they would reopen the factory in the near future and they added that in case they reopen, they would take men on wages which would not necessarily be those paid at present. The Sabha representative stated that the award made binding on this factory last year had expired on 8th January 1950 and that the Company should have put up two months' notice under section 19(2) of the Act before they could effect the closure of the factory. The Sabha, therefore, considered this closure to be a lock-out. The Sabha was then asked to put in the precise draft of its demand and another appointment was fixed for a discussion. The Conciliation Officer met the parties on 20th February 1950 to discuss the five demands submitted by the Sabha in its letter, dated 6th February 1950."

6. It is therefore clear that at the meeting of the 25th January 1950 the claim of the workmen for unemployment compensation had been made and had been discussed; and it is equally clear that the Conciliation Officer had started conciliation proceedings by the 25th January 1950, and that the Company discharged the workmen before such conciliation proceedings had ended. It has not been disputed at any stage that the facts stated in this Report of the Conciliation Officer are not correct.

7. By an order of the 2nd May 1950 the Government of Bombay referred the dispute between the Company and the workmen to the Industrial Tribunal, Bombay, and stated the following points of dispute :

**Demand No. 1.**—If the factory restarts, the workers should get the wages and dearness allowance for the period of the closure and their previous service should be continued for all purposes.

**Demand No. 2.**—In case the closure is permanent, the workers should be granted compensation on the following basis :

Period of service	Compensation with Dearness Allowance
6 months .. .. .	1 month's wages.
1 year .. .. .	3 months' wages.
2 years .. .. .	4½ months' wages.
3 years .. .. .	6 months' wages.
4 years .. .. .	7½ months' wages.
5 years .. .. .	9 months' wages.
6 years .. .. .	10½ months' wages.
7 years .. .. .	12 months' wages.
8 years .. .. .	13½ months' wages.
9 years .. .. .	15 months' wages.



**Demand No. 3.**—If the owner or owners of the factory starts/start the factory again, either with the same name or with any other name the present employees should have a right for work and be reinstated in that factory. Previous service of such employees should be considered at the time of employment

8. At the hearing of the Reference before the Industrial Tribunal counsel for the Company raised three preliminary objections viz., (1) that the Reference was void and ultra vires, (2) that there was no industrial dispute, and (3) that the discharged members ceased to be members of the Sabha and the Sabha had no right to have a reference made. The learned Adjudicator held that "as the relationship of employer and workmen had already come to an end before the notice of demand was given, the workers concerned in the present proceedings would not be covered by the definition of the word 'workmen' as given in section 2(s). Thus, on the date of the reference, there was no industrial dispute in existence as defined in section 2(k)". In effect the learned Adjudicator seems to take the view that there was no dispute or difference as contemplated by the Industrial Disputes Act until the Sabha sent its letter of the 6th February to the Assistant Commissioner of Labour (Administration). That letter contained a request that the case should be referred to adjudication as conciliation proceedings had failed; it also said that the intention of the Company to restart work if wages were lowered clearly indicated the attitude of the Company, and attached to that letter was a set of specified demands which we must infer the Sabha desired should be made the terms of the reference which they sought.

9. As the Industrial Tribunal held that there was no valid reference, and therefore it had no jurisdiction to proceed with the Reference, the claim of the workmen was rejected. Thereafter this appeal was filed and came up for hearing before a Bench of this Tribunal consisting of the President of the Bombay Bench and our learned Colleague Mr. Mathur. The learned President was of the view that under the Industrial Disputes Act a demand in writing is not necessary to raise a dispute nor need the demand be made to the employer direct; and that an industrial dispute concerning reliefs arising out of the impending discharge had, within the meaning of section 2 clause (k), thus come into existence on 25th January 1950, if not earlier; and as pointed out by the Federal Court of India in *Western India Automobile Association v. The Industrial Tribunal of Bombay and others* reported in 1949 (1) *Labour Law Journal* 245 "any dispute connected with employment or non-employment would ordinarily cover all matters that require settlement between workmen and employers whether these matters concern the causes of their being out of service or any other question"; that the Government had applied its mind to the subject matter of the reference, and the matters specified in the annexure to the order of reference are connected with and covered by the dispute; that the reference was therefore valid and the decision of the Industrial Tribunal is unsustainable. Our learned colleague Mr. Mathur however took a different view. He held that a dispute could only arise when there was a demand and a refusal; in this case no demand was made on the employers: the letter, dated 17th January 1950 was addressed to the Deputy Commissioner of Labour making a grievance against the intended closure, and after an attempt at conciliation the demands made were sent to the Assistant Commissioner of Labour on 6th February 1950 and not to the employers; as such there was no dispute between the Company and its workmen at the date of discharge. He also held that the reference was incompetent as all the workmen had been discharged in a body and that therefore there was no workman left to seek a Reference or on whose behalf a reference could be validly made.

10. I regret to say that I am unable to agree with the views of my learned colleague Mr. Mathur either on the facts or on his view of the law. I agree with the view which the learned President of the Bombay Bench has taken on the facts. It is impossible to accept the contention of the employers that they did not have notice of a claim concerning the matters now referred to adjudication prior to the actual discharge of the employees. It is difficult to believe that when a body of workmen are threatened with discharge they would not promptly make a claim for reconsideration of the matter and in the alternative for payment of what is called in this case unemployment compensation, and in fact this is what they actually did. There is nothing in the Industrial Disputes Act to indicate that a demand must be made in writing; and it is not necessary for the purposes of

this case to decide as to whether a demand must be communicated direct to the employers or whether it may be made through a Conciliation Officer, for it is clear from the record that at the meeting of the parties before the Conciliator on the 25th January 1950 this claim was actually put to the management and was refused. I have no hesitation in coming to the conclusion that by the 25th January 1950 the claim of the workmen to unemployment relief had been duly communicated to the Company, and I am satisfied that in any event it was verbally so conveyed at the meeting on that date. There was thus a subsisting industrial dispute concerning matters arising out of the employees' expected discharge prior to the date on which their services were terminated. It follows that the discharged employees continued to be workmen under the latter part of section 2(s) of the Act, and were clearly entitled to pursue their claim. In the result I agree with the view of the learned President of the Bombay Bench that this reference is competent, and the case must be remitted to the Industrial Tribunal below for hearing on merits.

11. In the view which I have taken, the further question does not here arise as to whether in law a discharged employee has or has not the right to raise a dispute and pursue a reference after the date of his discharge. I have discussed this subject in Appeal No. 61 of 1951 where I have held that even where all the employees have been simultaneously discharged they do not lose their character of 'workmen' and may legitimately either themselves or through their registered Union make a claim and pursue a reference.

12. I refrain from commenting on the conduct of the employers or on the contents of their letter dated 14th April 1950, because the Tribunal below will be dealing with these matters when proceeding with the Reference.

13. For the reasons given I agree with the learned President of the Bombay Bench that the appeal should be allowed; the case is remitted to the Industrial Tribunal for hearing on merits.

F. JEEJEEBHROY,  
Member.

Appeal (Bom) No. 61 of 1951

The State of Bombay.

Appellant.

*Versus*

1. Shri D. K. Patkar, Proprietor, Bassein Motor Service Co.	} Respondents.
2. The workmen employed under him represented by the Bassein Transport Workers' Union.	

In the matter of an appeal against the award of the Industrial Tribunal (Shri P. S. Bakhle) Bombay, in Reference (IT) Nos. 155 and 186 of 1950 dated the 15th January 1951.

The 12th day of November 1951

*Present :*

Mr. F. Jeejeebhoy, Member.

On a reference under section 9 sub-section (8) of the Industrial Disputes (Appellate Tribunal) Act, 1950.

Previously heard by :

Mr. K. P. Lakshmana Rao, President of the Bombay Bench.

Mr. G. P. Mathur, Member.

*Appearances :*

For the Appellant :

Mr. Muraban Mistry, instructed by Messrs. Little & Co., Solicitors.

For the Respondents :

(1) Mr. S. D. Vimadalal, Counsel and Mr. P. T. Thacker.

(2) Mr. S. G. Warty.

State.—Bombay.

Industry.—Transport.

#### DECISION

This is an appeal by the State of Bombay against the decision of the Industrial Tribunal, Bombay, in the matter of D. K. Patkar, Proprietor, Bassein Motor Service Company, Bassein and the workmen employed under him. The appellant, the State of Bombay, has filed this appeal under section 12(2) of the Industrial Disputes (Appellate Tribunal) Act, 1950. The appeal was heard by a

Bench of this Tribunal consisting of the learned President of the Bombay Bench and our learned colleague Mr. Mathur, but as there was a difference of opinion between them the appeal has been referred to me for a decision under section 9 sub-section (8) of the Industrial Disputes (Appellate Tribunal) Act, 1950.

2. The matters referred to adjudication are under two separate references which have been taken together. The following matters were referred to adjudication in Reference No. 155 of 1950 :—

1. The employer should pay to every employee as on their rolls on 26th May 1950, two months' salary as compensation on account of the closing down of the Company.
2. The employer should pay to all its employees as on 26th May 1950, gratuity at the rate of one month's salary with dearness allowance for each year of service in the Company.
3. The employer should refund to conductors, Vasudeo Laxman Mhatre and Ramchandra Meher, all the money recovered from them for losing the ticket books given in their charge, and withdraw the orders passed against them in that respect.
4. The employer should pay to :—
  1. Tukaram Nathu Chonkar (driver).
  2. G. K. Vartak (Conductor),
  3. Vasudeo Laxman Mhatre (Conductor),
  4. Bhau Rama Gharat (Conductor),

all of whom were unjustly discharged, full pay from the dates of their discharge to the date on which the Company closed down. In addition, the employer should pay them 2 months' salary as compensation

and in reference No. 186 of 1950 a single issue was referred to adjudication viz.,

The employer should pay to all its cleaners, checkers and the workshop staff the yearly increments that have been stopped since November 1949.

3. The facts are simple. On 8th April 1950 the Bassein Transport Workers' Union wrote to the Proprietor stating their demands, which included (a) a demand for reinstatement of certain employees and payment to them of wages from the date of their discharge (b) that the amounts recovered from certain conductors on account of the lost tickets should be refunded (c) that the annual increments which had been withheld from November 1949 should be restarted from the then current month and that arrears also should be paid (d) that uniforms should be given to drivers and conductors as had been agreed to by the Company (e) that certain employees should be given 9 hours continuous duty and (f) certain designations should be altered.

4. On 19th April 1950 the Proprietor wrote to the Union stating his inability to comply with the demands. On 30th April the Union gave notice of intention to go on strike from 15th May 1950 unless the demands were conceded. On 9th May 1950 the Proprietor wrote to the Union that it was not possible to concede any of the demands. Thereafter conciliation started. While conciliation was proceeding, the Proprietor suddenly terminated the services of the workmen at Virar on 27th May 1950 and of the others on 1st June 1950. On 8th June 1950 the Union wrote to the Deputy Commissioner of Labour and the Conciliation Officer, Bombay, desiring a reference to adjudication, and included two additional demands which had arisen out of the termination of service, and these were (a) that the Bassein Motor Service should pay to each employee on their rolls on 26th May 1950 two months' salary as compensation on account of the closing down and (b) that the Company shall pay to all its employees as on 26th May 1950 gratuity at the rate of one month's salary with dearness allowance for each year of service in the Company. The demand in respect of reinstatement was modified by claiming full pay from the date of their discharge to the date on which the Company closed down and in addition two months salary as compensation. On 17th June 1950 the Conciliation Officer forwarded to the employer a revised draft of demands, and as conciliation failed the Government made the two references.

5. At the hearing of the references before the learned adjudicator below it was contended by the employer that as regards items 1 and 2 of the first Reference there was no dispute between him and his employees at the date of termination of service, and that it was not competent for the Government to make a valid reference in respect

of these two items or for the Tribunal to adjudicate upon them. It was urged that so far as these two demands were concerned, no demand had been made by the employees to the employer before the termination of service, and as the employees had ceased to be 'workmen' upon such termination they could not raise an industrial dispute. The learned Adjudicator below has taken the view that in respect of these two demands relating to compensation and gratuity on discharge, there was no dispute in existence on the date of discharge, and that the workmen could not be said to be 'workmen' in respect of these demands; there was thus no industrial dispute in existence nor could one be apprehended, and the reference was incompetent in respect thereof. Against that decision this appeal has been filed.

6. The learned President of the Bombay Bench has taken the view that at the time of termination there was a pending industrial dispute which was the subject matter of conciliation proceedings and as the express permission of the Conciliation Officer to discharge them was not obtained under section 33 of the Industrial Disputes Act, 1947, the workmen should be deemed to be in service until their discharge in accordance with law (as held by a Bench of this Tribunal in Application (Bom.) No. 135 of 1951 in Appeal (Bom.) No. 54 of 1951). Furthermore the conciliation ended in failure and in the circumstances there would be an industrial dispute within the meaning of section 2(k) of the Act with regard to the employment or non-employment of the employees, and as observed by the Federal Court in *Western India Automobile Association v. The Industrial Tribunal, Bombay* and others reported in *Indian Factories Journal Vol. 1 1949-50 p. 97*: "Any dispute connected with 'employment or non-employment' would ordinarily cover all matters that require settlement between workmen and employers, whether those matters concern the causes of their being out of service or any other question, and it would also include within its scope the reliefs necessary for bringing about harmonious relations between the employers and the workers; if the principal dispute which relates to wrongful dismissal or to a dismissal for an unjust cause or as a result of victimization is within the ambit of the definition, all that flows incidentally or consequentially from such a dispute (even if that consequential matter is by itself a dispute), cannot be held to be outside the scope of the words of the definition 'employment or non-employment'." The dispute was raised by the recognized Union on behalf of its members and section 28F of the Indian Trade Unions Act, 1926, empowers the executive of the Union to negotiate with the employer on matters connected with employment or non-employment; reinstatement was not sought in view of the altered situation and the demands in question were made for two months' notice and gratuity proportionate to the years of service of the employees as on the rolls on 26th May 1950; these cannot be held to be outside the scope of the words "employment or non-employment" in section 2(k) of the Act. The learned President of the Bombay Bench therefore was of the opinion that the appeal ought to be allowed and the Tribunal below directed to adjudicate upon demands Nos. 1 and 2 as well. Our learned colleague Mr. Mathur in his differing judgment takes the view that the closure was on account of the difficulties experienced by the employer and has been a permanent one; the latter fact is very significant and no consideration which applies to a lock-out or closure in order to compel the workmen to come to terms would apply in this case; there cannot be any doubt that demands 1 and 2 came into existence after the closure of the undertaking on 27th May 1950 when the workmen at Virar were discharged and on the 1st June 1950 when the services of the employees at Bassein were terminated; and therefore it is clear that the discharged workmen would not come under the definition of workmen in section 2(s) of the Industrial Disputes Act because they were not discharged "during that dispute", unless it is assumed that it was one continuous dispute from the year 1949 according to the version of the workmen; it is also clear that these demands were not ever made on the employers but were sent to the Conciliation Officer who forwarded them to the employers on 17th June 1950. In the case of the *Kandan Textiles Ltd., V. The Industrial Tribunal (1), Madras and others*, 1949 I.F.J.R. page 217 it was held by the High Court of Madras that unless there was evidence to show that either the aggrieved workers or the other workers on their behalf ever made a demand on the management for redress of their grievances and the demand was refused by the employer it could not be held that an "industrial dispute" existed between the employer and the workmen; section 28F of the Indian Trade Unions Act, 1926 while giving power to the Union to negotiate cannot be taken to mean that the executive of a Union will be able to create an industrial dispute where none exists, and the

mere fact that the Union enters into negotiations would not amount to an industrial dispute. As regards the application of section 33 of the Industrial Disputes Act, no doubt the Labour Appellate Tribunal has stated in the case referred to that the employees would be deemed to be in service, but it cannot be said that position would be applicable in the absence of any order of any competent Tribunal.

7. I agree with the decision of the learned President of the Bombay Bench, but for reasons which are slightly different.

8. The question of law involved in the appeal has been argued by Mr. Vimadalal on behalf of the employers on this basis: at the date of discharge there was no demand in existence in respect of compensation and gratuity arising out of the discharge; that when a workman is discharged he ceases to be a workman within the meaning of section 2(s) of the Industrial Disputes Act, and therefore he is incompetent to raise an industrial dispute as defined in section 2(k) of the Act; if there are some workmen left in the establishment then they or their Union may raise a dispute and pursue a reference in respect of discharged workmen, but if all the workmen are discharged at the same time they cease to exist as workmen, and there is no workman left to sponsor their cause; and the Union ceases to exist when all the workmen have been discharged. In short, where all the workmen of a concern are discharged in a body, there can be no claim arising out of such discharge; whereas if any workmen have been left behind in the concern they or the Union could sponsor the discharged workmen's claim. In effect the greater the damage done to the employees the less is their remedy. It is a startling proposition, and upon a consideration of the provisions of the Act I am unable to accept it, nor do I accept the view that there is any lacuna in the Act on this subject.

9. No doubt certain observations of the High Court of Madras in the case of the Kandan Textiles Ltd. (1949 L.L.J. Vol. 1, p. 875) lend support to the arguments of Mr. Vimadalal. But the point did not arise for determination in that case, as the contention there was to the effect that the reference to the Tribunal made by the Government was invalid because *ex facie* the Government had before it no material to arrive at a conclusion that the matters mentioned in the annexure were matters in dispute between the workmen and the management. As the learned Chief Justice remarked: "Of course, if there was an industrial dispute and during that dispute a workman is discharged, he may be treated as a workman for the purposes of proceedings under the Act. But if there was no preceding industrial dispute and the dispute started with the dismissal it can be contended with great force that the dismissed workman cannot be held to be a workman within the meaning of the Act. As we have already mentioned, in the view we take as to the validity of the order of reference made by the Government, all these questions need not be finally decided". It is thus clear that while these observations of their Lordships are entitled to the greatest respect, the point which arises for determination here was not in issue before their Lordships, nor did their Lordships purport to decide it.

10. There are three principal approaches to this legal question:

- (a) The first is by the route of definitions,
- (b) the second approach is by reference to the powers of Unions, and
- (c) the third approach is by way of section 33 of the Industrial Disputes Act.

11. Section 2(s) of the Industrial Disputes Act defines a workman in following terms:—

"workman" means any person employed (including an apprentice) in any industry to do any skilled or unskilled, manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute, a workman discharged during that dispute, but does not include any person employed in the naval, military or air service of the Crown.

The argument of the employers on the definition of "workman" in section 2(s) lays emphasis on the word "employed", and it is urged that a workman ceases to be a workman unless he is in actual employment in a concern; as a corollary it is urged that the latter portion of the section viz., "and includes for the purposes of any proceedings under this Act in relation to an industrial dispute, a workman discharged during that dispute" would not have been included or so worded unless the definition of "workman" excluded those whose services

had been terminated. Mr. Vimadalal has also referred to the definition of industrial dispute in section 7(k) which says—

"industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

and it is contended that the expression "any person" can have no appropriate meaning other than 'workmen' as defined in section 2(s) according to the interpretation urged by him.

12. It will be convenient at this stage to consider as the appropriate background to this question the scope and tenor of the Industrial Disputes Act. It is an act framed for regulating and improving the relations between employers and employees, and one of its primary functions is to protect employees against wrongful acts of employers and to secure for them the just and fair treatment to which they are entitled. No doubt these are wide aims; but they have received recognition from their Lordships of the Federal Court in the case of the Western India Automobile Association v. Industrial Tribunal, Bombay and others (supra). In that case their Lordships discussing the definition of the term "industrial dispute" in the Act were pleased to observe: "The words of the definition may be paraphrased thus: 'any dispute which has connection with the workmen being in, or out of service or employment'. 'Non-employment' is the negative of 'employment' and would mean that disputes of workmen out of service with their employers are within the ambit of the definition. It is the positive or negative act of an employer that leads to employment or non-employment. It may relate to an existing employment or to a contemplated employment, or it may relate to an existing fact of non-employment or a contemplated non-employment. The following four illustrations elucidate this point: (1) an employer has already employed a person and a trade union says 'Please do not employ him'. Such a dispute is a dispute as to employment or in connection with employment. (2) An employer gives notice to a union saying that he wishes to employ two particular persons. The union says 'no'. This is a dispute as to employment. It arises out of the desire of the employer to employ certain persons (3) An employer may dismiss a man, or decline to employ him. This matter raises a dispute as to non-employment (4) An employer contemplates turning out a number of people who are already in his employment. It is a dispute as to contemplated non-employment." It was contended that the words "employment or non-employment" were employed in the same sense, just to remove any ambiguity that might arise if the word "employment" alone was used. In other words, the word "non-employment" has limited the meaning of the word "employment". To our mind, the result is otherwise. The words are of the widest amplitude and have been put in juxta-position to make the definition thoroughly comprehensive. \* \* The words "in connection with" widen the scope of the dispute and do not restrict it by any means \* \* "any dispute connected with employment or non-employment" would ordinarily cover all matters that require settlement between workmen and employers, whether those matters concern the causes of their being out of service or any other question and it would also include within its scope the reliefs necessary for bringing about harmonious relations between the employers and the workers. \* \* The non-employment "of any person" can amount to an industrial dispute between the employer and the workmen falling under the definition of the word in the Industrial Disputes Act. It was argued that if the respondents represented the undischarged employees, there was no dispute between them and the employer. That again is fallacious, because under the definition of industrial dispute it is not necessary that the parties to the proceedings can be the discharged workmen only. The last words in the definition of industrial dispute, viz., "any person", are a complete answer to this argument of the appellants."

13. Thus in an approach to this question of interpretation it must be borne in mind that the scope and object of the Act includes the determination of all disputes as to employment or non-employment of persons, and I think it is axiomatic that persons entitled to be employed must have the necessary qualifications for the job. I appreciate that the argument of Mr. Vimadalal is confined to the case where all the workmen have been discharged in a body, and where there are no workmen left in the concern; but it is necessary to have a clear background of what falls within the ambit of the Industrial Disputes Act.



14. In my opinion section 2(s) gives a definition of the term "workman" in the wide and generic sense and not in the limited sense of a person presently employed in any unit of the industry; in other words it indicates the generic class or category known as "workman" in an industry; and it matters not to the definition of 'workman' whether he is presently so employed in a unit or not, for his position *vis-a-vis* an employer for the purposes of raising a claim is to be found not in the definition of "workman" but separately in the definition of an "industrial dispute" in section 2(k). I am of the view that having regard to the scope and object of the Act the word "employed" in the first part of the definition bears the connotation of 'ordinarily employed', in the sense of being a worker in industry and duly qualified for the purpose, a person whose normal occupation it is to do any skilled or unskilled manual or clerical work in any industry for hire or reward. The second part of the definition, viz., "and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute, a workman discharged during that dispute" does not negative this view, while it makes clear an inclusion which might otherwise be disputed; and I am unable to see that this second part of the definition restricts or limits the description of persons who would fall within the larger category. In the view that I take of the definition of 'workman', a discharged workman would still continue to be a 'workman', may not be in the same concern but nevertheless in that industry, and would be entitled to raise an industrial dispute. The words "of any person" as appearing in the definition of "industrial dispute" in section 2(k) are in my opinion co-extensive with the generic meaning of the term 'workman', and cannot be more or less extensive. Those words "of any person" must have particular reference to that class of cases involving questions of 'employment or non-employment' to which their Lordships of the Federal Court have referred, for it is now clear from their Lordships' decision that an industrial dispute may well arise out of employment or non-employment of persons in a unit who may never have previously worked in that concern, although they must be qualified to work therein; and this logically provides the true answer to the definition of 'workman', for in order to gather the proper meaning of the terms 'workman' and 'of any person' in the Act, the definitions of these two terms ought to be read as linked in effect and content.

15. In this view of the matter employees of a concern who are discharged, whether as a body or separately, continue to be workmen within the definition of section 2(k), and they are entitled to raise a claim and pursue a reference concerning matters arising out of their discharge.

16. Assuming, however, that this is a wrong view, and that these discharged workmen had ceased to be 'workmen' under the Act for the purposes of raising this dispute, are they then without remedy in respect of matters arising out of their very discharge? I am of the view that they are not precluded from raising a dispute or pursuing a reference through their registered Union.

17. Under the Union Trade Unions Act, 1926 "Trade Union" means any combination, whether temporary or permanent, formed primarily for the purpose of regulating the relations between workmen and employers or between workmen and workmen or between employers and employers \* \* Under section 13 "Every registered Trade Union (and the Union before us is a registered Trade Union) shall be a body corporate by the name under which it is registered, and shall have perpetual succession and a common seal with power to acquire and hold both moveable and immoveable property and to contract and shall by the said name sue and be sued."

18. It is thus clear by a reference to the definitions that a Trade Union does not represent merely the employees who are in actual service but all members of the Union. This appears also from the definition of "trade dispute" in section 2(m) of the Indian Trade Union Act: "Means any dispute between employers and workmen or between workmen and workmen, or between employers and employers which is connected with the employment or non-employment or the terms of employment or the conditions of labour of any person, and "workman" means all persons employed in trade or industry "whether or not in the employment of the employer with whom the trade dispute arises". By section 15 the Union is authorised to spend its money on the prosecution or defence of any legal proceeding to which the Trade Union or any member thereof is a party, when such prosecution or defence is undertaken for the purpose of securing or protecting any rights of the Trade Union as such or any rights arising out of the relations of any member with his employer or with a person whom the

member employs; also for the conduct of trade disputes on behalf of the Trade Union or any member thereof. There is furthermore a special section relating to the dissolution of a Trade Union. A Trade Union being a corporate body under the Act exists until it is dissolved, and provision for the dissolution of a registered Trade Union is made by section 27 of the Act.

19. It is thus evident that even when all the employees are out of employment in a particular concern, their Union (if as in this case a registered Trade Union) does not cease to be a Union to represent them in spite of the non-employment the Union does not disappear with the discharge of the workmen nor does it become *functus officio* just because all employees have been simultaneously discharged; the union continues to represent the workmen whether or not in the employment of the employer with whom the trade dispute arises. The Union has a distinct existence of its own under the Act; and the Union as such is entitled to raise an industrial dispute and pursue a reference arising out of the discharge even when all the workmen of a concern have been simultaneously discharged.

20. The third point to be considered is the impact of section 33 of the Industrial Disputes Act on this question. Without doubt the employees of this concern were discharged in a body during the pendency of a dispute (not arising out of the discharge) before the Conciliator, with the result that there had been a contravention of section 33 of the Act which says:

"During the pendency of any conciliation proceedings or proceedings before a Tribunal in respect of any industrial dispute, no employer shall—

- (a) alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings; or
- (b) discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute,

save with the express permission in writing of the conciliation officer, Board of Tribunal, as the case may be."

21. The immediate question which arises out of section 33 is this: When it is urged that the workmen of a concern, having been all discharged in a body, have therefore no *locus standi* to make a claim or pursue a reference concerning matters arising out of their discharge, on the ground that they have ceased to be workmen within the meaning of the Act and cannot be represented by the Union because they have all been simultaneously discharged, to what extent may a Tribunal take notice of the fact that the discharge was effected in contravention of section 33 of the Act. The language of section 33 is mandatory; "No employer shall dismiss any workmen concerned in such dispute save with the express permission in writing of the Conciliation Officer"; and the object for which this was introduced was to preserve the *status quo* during the pendency of the proceedings and to prevent the harassment of the workmen who are parties to a dispute. The Bombay Bench of this Tribunal has held in the case of the workmen employed under Messrs. Abbasbhoy Abdulhusein Kaka, Bombay and Messrs. Abbasbhoy Abdulhusein Kaka (Application Misc.) (Bom.) No. 135 of 1951 in Appeal (Bom.) No. 54 of 1951, that as section 22 of the Industrial Disputes (Appellate Tribunal) Act, analogous to section 33) had been contravened the workmen should be deemed to be in service until properly discharged in accordance with law. It has been urged that the view so taken is not correct, and that a termination of service is a severance of relationship which the Industrial Tribunal is not competent to keep alive. But Industrial Tribunals have always had the power to order reinstatement, which in effect means either non-recognition of the termination of service or restoration to the state of affairs before the severance; Industrial Tribunals also have power to do 'natural justice' between the parties irrespective of contract; and termination itself arises out of the contract of service. In my opinion it is incumbent on a Tribunal to take into consideration a contravention of section 33 in a case like the present. The act of discharge during the pendency of proceedings was a wrongful act, disallowed by the law, and it is within the province of a Tribunal exercising powers under the Industrial Disputes Act to refuse to recognize such termination if the fact of such termination is intended to be used as a barricade behind which the employer may shelter himself so as to defeat the claims of labour arising out of the termination of their services during the pendency of conciliation proceedings. For the purposes of this case I refuse to recognise any alteration in the relationship of employer and employee

consequent upon the purported termination of service, and the employees are thus entitled to raise dispute and pursue the Reference.

22. For the reasons given by the learned President of the Bombay Bench, to which I have made reference, and also for the reasons which I have stated in this decision, I am of the view that the reference is well founded and competent; the appeal is allowed and the Industrial Tribunal will proceed with the hearing of the reference on all the points which have been referred to it.

F. JEEJEEBHOY,  
Member.

#### Appeal (Bom.) No. 147 of 1951

Workman employed under the Ahmedabad Municipal Transport Service, Ahmedabad, represented by the Motor Drivers' & Motor Workers' Association, Gandhi Majur Matax Sevalaya, Bhadra, Ahmedabad.

Appellants.

Versus

- (1) Ahmedabad Municipal Transport Service, Outside Jamalpur, Ahmedabad.
- (2) Workmen employed by the Ahmedabad Municipal Transport Service, other than the appellants.

Respondents.

#### Appeal (Bom.) No. 151 of 1951

The Ahmedabad Municipal Transport Service, Outside Jamalpur Gate, Post. Box No. 142, Ahmedabad.

Appellants.

Versus

- (1) The workmen employed under the Appellant other than those represented by Respondents Nos. 2 and 3, C/o The Ahmedabad Municipal Transport Service, Post Box No. 142, Ahmedabad.
- (2) The Motor Drivers and Motor Workers' Association, Gandhi Sevalaya, Bhadra, Ahmedabad.
- (3) The Ahmedabad Municipal Transport Service Employees' Union, Mission Road Ahmedabad.

Respondents.

#### Appeal (Bom.) No. 182 of 1951

Workmen employed under the Ahmedabad Municipal Transport Service represented by the A.M.T.S. Employees' Union, Opposite Municipal Building, Astodia Road, Ahmedabad.

Appellants.

Versus

- (1) The Ahmedabad Municipal Transport Service, Ahmedabad.
- (2) The workmen employed under the Ahmedabad Municipal Transport Service who are not represented by the A.M.T.S. Employees' Union, Ahmedabad.

Respondents.

In the matter of an appeal against the award of the Industrial Tribunal (Shri P. D. Vyas) Ahmedabad, in Reference (ITA) No. 14 of 1950, published in the Bombay Government Gazette, dated the 10th May 1951.

The 18th day of November 1951

Present :

Shri K. P. Lakshmana Rao, President.

Shri F. Jeejeebhoy, Member.

Appearances :—

For Appellants in Appeal No. 147/51 & Respondent No. 2 in Appeal No. 151 of 1951 :

Shri Chandulal G. Shah, Secretary, Motor Drivers' and Motor Workers' Association.

For Appellants in Appeal No. 151/51 & Respondent No. 1 in Appeals 147 and 182 of 1951 :

Shri N. V. Patel, Transport Manager, with Shri P. V. Sheth, Secretary and Shri N. M. Desai, Labour Officer, Ahmedabad Municipal Transport Service, Ahmedabad.

For Appellants in Appeal No. 182/51 & Respondent No. 3 in Appeal No. 151 of 1951 :

Shri V. B. Karnik with Shri C. T. Daru, Secretary, The Ahmedabad Municipal Transport Service Employees' Union.

For Respondent No. 2 in Appeal No. 147/51, Respondent No. 1 in Appeal No. 151/51 & Respondent No. 2 in Appeal No. 182 of 1951 :

No appearance.

State.—Bombay.

Industry.—Transport.

#### DECISION

The three appeals before us arise out of a single award of the Industrial Tribunal at Ahmedabad in Reference (ITA) No. 14 of 1950 in respect of the Ahmedabad Municipal Transport Service and the workmen employed under it. Two of the appeals are separate Unions and the third appeal is by the employers. Several issues had been raised by the reference but the following issues were the ones referred to before us :—

- (1) By the Motor Drivers' & Motor Workers' Association : 1, 2 and 22, 3, 4 and 26, 10, 11, 13, 14 and 15, 16 and 31.
- (2) By the Ahmedabad Municipal Transport Service Employees' Union : (16) (19) and (31).
- (3) By the Ahmedabad Municipal Transport Service : (14), (19), (26) and (31).

2. We shall deal with the claims in the above order as far as possible.

3. *Claim No. 1.*—This relates to a question of holidays. No right of appeal has been provided in respect of holidays, and there is no substantial question of law involved. We are unable to entertain the appeal on this point.

3. *Claims 2 and 22.*—It has been urged on behalf of the employees that the controllers, time-keepers and assistant inspectors should be given woollen uniforms, that certain other categories should be given additional cotton uniforms, and that there should be no obligation to return the used uniforms to the Company. On this subject no appeal has been provided by section 7 of the Industrial Disputes (Appellate Tribunal) Act, nor does any substantial question of law arise. The appeal on this point therefore fails.

4. *Claims 3, 4 and 26.*—The history of the claim is shortly this. In an award made in Reference No. AJ-IT No. 15 of 1947 the question of interim allowance was considered by the Adjudicator and was given to the municipal employees including those of the Ahmedabad Municipal Transport Services, with the exception of the bus drivers and conductors. The pay scales of the drivers and conductors were fixed in a separate reference, viz., No. 4 of 1948, and at that time no question was raised that the drivers should be given any interim relief equivalent to what the other employees had received or that the drivers should be given advanced increments, both of which points have now been raised in the reference out of which this appeal arises. In that earlier reference, No. 4 of 1948, the learned Adjudicator prescribed the scales for conductors and drivers, and no question of interim relief arose. In fact, during the period for which the interim relief is now claimed, the drivers had already received a grain allowance of Rs. 5. As to advanced increments given in Reference (IT) No. 115/49, this was done in terms of a settlement. The circumstances the learned Adjudicator below has held that the claims under heads 3 and 4 are not justified and that sufficient justice would be done if certain adjustments were made under claim No. 26. The adjustment would have been granted by the learned Adjudicator, as he himself says, in his previous award in Reference No. 4 of 1948, if the subject had been brought to his notice; he has therefore now granted certain adjustments in accordance with the formula laid down in paragraph 17 of the award in Reference AJ IT-115/49. In the appeal before us, the Motor Drivers and Motor Workers' Association contends that claims 3 and 4 have been wrongly refused, whereas the employers object to the adjustments which have been ordered. We see no reason to interfere with the decision of the learned Adjudicator on either of these points. He is correct in refusing claims 3 and 4 having regard to what had gone before, and by his direction for adjustments he is giving just relief and rectifying what he acknowledges was an omission. He is correct in the view that he has taken, and we see no reason to interfere.

5. *Claim No. 10.*—This has not been pressed.

6. *Claim No. 11.*—As regards claim No. 11 it was urged that controllers, checkers, assistant inspectors and time-keepers who had put in three months' service should be made permanent. The learned Adjudicator has directed that the Ahmedabad Municipality may examine the cases of the 18 employees concerned in view of the observations made by him in his previous award and make them permanent if there is nothing against them, or at least give them the same privileges and benefits in regard to leave, etc., as are enjoyed by the permanent employees. It has been pointed out by the employers that out of the 18 one has resigned, one has died and 11 have been made permanent and the other would be made permanent in due course. We see no reason to interfere with the directions of the learned Adjudicator on this issue.

7. *Claim No. 13.*—It is claimed that the pay scales of the head drivers should be revised and that they should be put on the scale of inspectors. The learned Adjudicator who had dealt with this subject previously in Reference No. 4/1948 has come to the conclusion that there is no justification for this claim, and we agree with him.

8. *Claim No. 14.*—This claim refers to two cases : (1) of driver Habib Mahomed and (2) of conductor Nur Mahomed. Both were discharged and subsequently reinstated after decisions in certain criminal matters against them respectively. Mr. Shah on behalf of the Motor Drivers and Motor Workers' Association has urged on behalf of Nur Mahomed that since he had been honourably acquitted he should be reimbursed for the period of suspension. We have seen a copy of the Magistrate's order of discharge. The driver of the Company's bus had parked his vehicle and was seated in the canteen when he was informed by a boy called Bhika that Nur Mahomed the conductor of the bus, had been driving the bus and had knocked down and killed a boy. The Police Officer who went to the scene of the offence found on enquiry that it was Nur Mahomed who had killed the boy and lodged a complaint against him. At the hearing the boy Bhika who was apparently the only eye-witness to the scene could not be produced as he had left the place. Having regard to the facts this was not a case of honourable acquittal, and in our opinion the learned Adjudicator was right when refusing the claim that Nur Mahomed should be compensated for the full period that he remained unemployed.

9. The Company has appealed against the award allowing driver Habib Mahomed full compensation equivalent to the wages he would have earned during the period of his unemployment after deducting what had already been paid to him by way of suspension allowance. This employee had been charged under sections 279 and 304 of the I.P.C. for having knocked down a boy with his bus. Habib Mahomed pleaded "not guilty" to the charge, and it was his defence that the boy had been knocked down not by his bus but by another truck which had gone ahead of him; alternatively he pleaded that even if the boy had been knocked down by his vehicle he was not guilty of rash or negligent driving. The learned Magistrate upon the evidence was satisfied that the boy had been knocked down by the vehicle driven by Habib Mahomed, but held that there was no satisfactory evidence to show that the accused had driven at an excessive speed but that on the contrary there was evidence that he had been driving at a moderate speed. Habib Mahomed was thereupon acquitted and he was reinstated by the Company. The learned Adjudicator took the view that Habib Mahomed had been honourably acquitted and was entitled to full compensation as claimed. There is however no doubt upon the evidence which has been discussed that he did knock down and kill a boy, and his defence that some other truck ahead of him was responsible for the accident was manifestly false; we are not satisfied that in the circumstances it can be regarded as a case of honourable acquittal. But no appeal is provided on a question of compensation, and no substantial question of law arises. The appeal of the employers as regards Habib Mahomed therefore fails.

10. Mr. Karnik on behalf of the other union has confined his arguments to three heads of claim—

11. *Claim No. 16.*—This is a demand for supplying drivers and conductors with peaked caps in the place of the caps at present supplied. It is urged on behalf of the employees that peaked caps would protect the drivers and conductors from the glare of the sun and will also lend a smart appearance, and that the caps at present supplied are unsuitable and shabby. We have seen both the caps and we see no justification for imposing the heavier cost of a peaked cap upon the employers. The suggestion that the peaked cap affords protection against

the glare of the sun has in our view nothing to support it in the case of drivers and conductors who must necessarily work within the vehicle, and a peaked cap gives no protection to a driver when driving against the sun. In any event no appeal lies on this question, and we see no reason to interfere.

12. *Claim No. 19.*—Under this demand the claim was made that the wages of the daily rated drivers and conductors should be Rs. 4/4/- and Rs. 2/13/- per day respectively. The learned Adjudicator granted this claim, but subject to the condition that it should apply only to those daily rated drivers and conductors who had been in the employment of the Ahmedabad Municipal Transport Service for more than six months. On behalf of the employees it is urged that this condition should not have been imposed, as there was no valid reason for introducing such a condition. The employees by their statement filed before us at the hearing have made it clear that the wage rates so demanded are inclusive of all allowances and that the Union is not demanding any emoluments in addition to the figures as fixed by the Industrial Tribunal. The employers have also filed an appeal on this question and it is their contention that the rates given are too high; they urge that the correct minimum rate for the daily rated driver and conductor should be Rs. 3 and Rs. 2 respectively which they had been previously giving; in any event they urge that the minimum monthly emoluments of a driver and conductor should be divided by 30 and not by 26 for the purpose of arriving at the daily rated driver's and conductor's emoluments. In our view the learned Adjudicator has applied the correct principles and was right in granting Rs. 4/4/- and Rs. 2/13/- per day to the daily rated drivers and conductors respectively; but we agree with the contention of the employees that the condition of six months previous employment which has been imposed is not justified or supported by any reason which the employers can advance, and to that extent the learned Adjudicator's decision will be modified.

13. Mr. Karnik then argued the cases of three employees raised by claim No. 31, viz., Jamalkhan Badekhan (1), Anwarali (2) and Pranjiwan Khushal (23). In the case of Jamalkhan Badekhan he had been found guilty of an assault on a conductor and was discharged from service, and the learned Adjudicator has declined to interfere with that discharge. In the case of Anwarali he had been discharged without any enquiry beyond taking a statement from him, and the learned Adjudicator reinstated him to his original post, but allowed him compensation equivalent to only one month's salary. Pranjiwan was discharged because of rough driving resulting in his running into a buffalo. The learned Adjudicator found that the discharge order passed against him was proper and called for no interference. On behalf of these employees it has been urged that in the case of Jamalkhan Badekhan the assault was outside the premises of the concern and therefore no notice should have been taken of it; in the case of Anwarali it is urged that he should have been given compensation for the full period during which he was out of service; and in the case of Pranjiwan it is said that he should have been reinstated with compensation. The employers on the other hand have also filed an appeal against the reinstatement of Anwarali, and it is urged that as Anwarali had been insolent to passengers there should have been no interference with his discharge.

14. No appeal has been provided under the Act against the orders such as have been passed in the case of these three employees, and upon an examination of their cases we find no substantial question of law involved. The orders of the Adjudicator below will therefore stand.

15. We have likewise examined the cases of Jayantilal (34) and Nanu Ukha (40) and Harbaneilal Sohanlal (41) concerning whom the employers have filed an appeal against the decision of the learned Adjudicator. In these cases also no appeal lies on a question of reinstatement or compensation; and there is no substantial question of law involved. The appeal of the employers on these points therefore fails.

16. In the result we confirm the award of the learned Adjudicator below, except for the aforesaid modification under claim No. 19. The appeals are otherwise dismissed. No order as to costs.

K. P. LAKSHMANA RAO,  
President,

F. JEEJEEBHAY,  
Member,

# **DIRECTORATE GENERAL OF SUPPLIES & DISPOSALS**

## **NOTIFICATION**

*New Delhi, the 4th December 1951*

**No. 677.**—In continuation of this Directorate General's Notification No. 663, dated the 3rd October 1951, Mr. P. C. Kapur, Assistant Inspecting Officer (Engineering) in the Directorate General of Supplies & Disposals, posted at Kulti under the Calcutta Inspection Circle was granted an extension of earned leave for 21 days from 4th November 1951 to 24th November 1951 with permission to suffix Sunday on 25th November 1951 to the leave.

**SHIV CHARAN SINGH,**

*Director (Administration and Co-ordination),  
for Director General,  
Supplies and Disposals.*

# **MINISTRY OF WORKS PRODUCTION AND SUPPLY**

## **Office of the Salt Controller**

## **NOTIFICATION**

*New Delhi, the 5th December 1951*

**No. 17.**—In modification of this office notification No. 15 dated 19th November, 1951, Shri Sheo Prasad Srivastava, officiating Assistant General Manager, Rajputana Salt Sources Division, Sambhar Lake, is granted extension of leave on half average pay for one month and fourteen days from 4th October, 1951 to 17th November, 1951 with permission to suffix Sunday the 18th November, 1951.

He resumed charge as Assistant General Manager, Rajputana Salt Sources Division, Sambhar Lake with effect from 19th November, 1951.

On relief, Shri B. K. Roy, Superintendent of Salt is posted to the Main Line New Kyar Circle Sambhar Lake with effect from 19th November, 1951.

**S. C. AGGARWAL,**  
*Salt Controller.*

# **MINISTRY OF COMMERCE AND INDUSTRY**

## **Office of the Textile Commissioner**

## **NOTIFICATIONS**

*Bombay, the 30th November 1951*

**No. TCS IV/CTM/13.**—In pursuance of sub-clause (e) of clause 2 of the Cotton Textiles (Control of Movement) Order, 1948 and in supersession of the Textile Commissioner's Notification No. 15-Tex.1/49(ii), dated the 25th March 1950, I hereby authorise each of the officers specified in column (2) of the table below, to exercise on my behalf the power to issue Special Transport Permits conferred upon me under sub-clause (ii) of clause 3 of the said Order, in respect of movement from any place within the area specified in the corresponding entry in column (3) of that table.

**Explanation.**—For the purposes of this notification the zones mentioned in the Table below shall be the same as those constituted by Paragraph 1 of the General Permit No. 1, dated 13th August 1949 contained in the Textile Commissioner's Notification No. 15-Tex.1/49, dated the 13th August 1949.

**TABLE**

Serial No.	Officers	Area
1	2	3
1	Director (Cloth), Officer of the Textile Commissioner, Bombay.	All Zones.
2	Director (Yarn), Office of the Textile Commissioner, Bombay.	Do.
3	Deputy Director (Transport), Office of the Textile Commissioner, Bombay.	Do.
4	Director, Regional Directorate of Production, Ahmedabad.	Ahmedabad Municipal Borough.
5	Assistant Director (Transport), Branch Office of the Textile Commissioner, Ahmedabad.	Do.
6	Textile, Commissioner, Madhya Bharat, Indore.	Madhya Bharat Zone
7	Regional Controller of Civil Supplies and Textiles, Gwalior.	Do.
8	Director of Civil Supplies, Delhi.	Delhi Zone.
9	Assistant Director of Civil Supplies, Delhi	Do.
10	Assistant Director of Civil Supplies (General) Delhi.	Do.

1	2	3
11	Director of Controlled Commodities, Madras	Madras Zone
12	Personal Assistant to the Director of Controlled Commodities, Madras.	Do.
13	Assistant Textile Commissioner (Yarn), Madras.	Do.
14	Deputy Director, Regional Directorate of Production, Coimbatore.	Coimbatore District.
15	Textile Controller, Saurashtra, Rajkot	Saurashtra Zone.
16	Provincial Textile Controller, Uttar Pradesh, Kanpur.	Uttar Pradesh Zone.
17	Personal Assistant to the Provincial Textile Controller, Uttar Pradesh, Kanpur.	Do.
18	Director of Food and Civil Supplies and Deputy Secretary to Government, Punjab, Food and Civil Supplies Department.	Punjab Zone.
19	Deputy Director, Civil Supplies & Under Secretary to Government Punjab.	Do.
20	Controller of Civil Supplies in Mysore, Bangalore.	Mysore Zone.
21	Assistant Controller of Civil Supplies in Mysore.	Do.
22	Director of Food and Civil Supplies, Ajmer.	Ajmer Zone.
23	Deputy Director of Food and Civil Supplies (Storage and Issue, Ajmer.	Do.
24	Deputy Director, Regional Directorate of Production, Calcutta.	Calcutta City and the Municipality of Howrah.
25	Assistant Director (Production), Regional Directorate of Production, Calcutta.	Do.
26	Director of Civil Supplies, Patiala and East Punjab States Union, Patiala.	Patiala and East Punjab States Union.
27	Textile Commissioner, Bhopal.	Bhopal Zone.

*The 1st December 1951*

**No. 32/6-Tex. 2/50.**—In pursuance of sub-clause (f) of clause 2 of the Cotton Textiles (Export Control) Order, 1949, I hereby direct that the following further amendment shall be made in the Textile Commissioner's Notification No. 32/6-Tex.2/50, dated 22nd April 1950, namely:—

In the said notification, after entry No. 43, the following shall be added, namely:—

44. The Textile Commissioner, Travancore-Cochin—Travancore-Cochin State.
45. The Deputy Textile Commissioner, Trivandrum—Within his jurisdiction in Travancore-Cochin State.
46. The Deputy Textile Commissioner, Ernakulam—Within his jurisdiction in Travancore-Cochin State.

*The 3rd December 1951*

**No. 9(9)-Tex.1/49.**—In exercise of the powers conferred on me by sub-clause (4) of clause 30 of the Cotton Textiles (Control) Order, 1948, I hereby direct that the following amendment shall be made in the Textile Commissioner's notification No. 9(9)-Tex.1/49(ii), dated the 12th November 1951, namely:—

In the said notification—

(i) in item No. (5) for the words "every wearable variety" the words "the total quantity" shall be substituted;

(ii) after item No. (7) the following item shall be added, namely,—

- "(8) The quantity of cloth or yarn specified in this behalf in respect of any manufacturer by the Textile Commissioner, or by the Controller of the State in which that manufacturer carries on his business of production, for purposes of sale in retail directly to consumers."

*The 5th December 1951*

**No. 9(9)-Tex.1/49.**—In exercise of the powers conferred on me by sub-clause (iii) of clause 20B of the Cotton Textiles (Control) Order, 1948, and in supersession of the Textile Commissioner's Notification No. 9(9)-Tex.1/49(ii) dated 25th August 1950, I hereby permit all producers to produce yarn from a mixture—

- (a) of Rajapalayam cotton from Uganda seed with African or Californian cotton;
- (b) of any Indian cotton with combing waste of foreign cotton, and

- (c) any Indian cotton with American cotton of staple 7/8 in. to 15/16 in. which is allocated by the Textile Commissioner and which is known as subsidised American cotton, provided the yarn so produced is between counts 16s and 32s (both inclusive).

T. SWAMINATHAN,  
Textile Commissioner.

### GEOLOGICAL SURVEY OF INDIA

#### NOTIFICATION

Calcutta-13, the 3rd December 1951

**No. 15692.**—In modification of the notification No. 1701/267(9c), dated the 13th February, 1951, Director, Geological Survey of India has been pleased to grant Mr. L. N. Kailasam, Assistant Geophysicist, Geological Survey of India, study leave for a period of two years from the 22nd September, 1950, the date on which he joined the St. Louis University, United States of America plus the time taken from the 11th September, 1950 to the 21st September, 1950 in transit to U.S.A. and the time to be taken in transit from U.S.A.

He is likely to resume his duties at Calcutta whence he has proceeded on leave.

N. K. N. AIYENGAR,  
Assistant Director,  
Geological Survey of India.

### DIRECTORATE GENERAL, ALL INDIA RADIO

#### NOTIFICATIONS

New Delhi, the 3rd December 1951

**No. 1(1/37)-AII/51.**—Mr. Dev Raj Bhagat, Offg. Assistant News Editor, News Services Division, All India Radio, was granted earned leave for 37 days with effect from the 2nd November, 1951 with permission to affix Sunday the 9th December 1951 to the leave.

**No. 10(35)EII/51.**—Mr. S. S. Kohli, resumed charge as officiating Station Engineer, All India Radio, Bombay, on the forenoon of the 9th November, 1951, on return from earned leave for 25 days.

**No. 11(4)EII/51.**—In continuation of the privilege leave for 30 days notified in this Directorate's Notification No. 11(4)EII/51, dated the 7th September 1951, Mr. Shafaqat Sharif, Assistant Engineer, All India Radio, Hyderabad (Deccan), was granted an extension of privilege leave for 30 days with effect from the 5th September 1951.

2. Mr. N. V. S. Ramamurthy, officiating Assistant Engineer, AIR, Hyderabad (Deccan), was granted privilege for 30 days with effect from the 10th October 1951.

S. BANERJEE,  
Deputy Director of Administration,  
for Director General.

### DIRECTORATE GENERAL OF HEALTH SERVICES

#### NOTIFICATIONS

New Delhi-2, the 3rd December 1951

**No. 1/48/Pt. II/51/24-D.**—Shri R. C. Guha, Associate Pharmaceutical Chemist, Central Drugs Laboratory, Calcutta resumed duty on the forenoon of 21st November, 1951 after the expiry of earned leave for 60 days granted to him in this Directorate Notification No. 1-48/51/57-D, dated the 11th October, 1951.

S. K. BORKAR,  
for Director General of Health Services.

New Delhi, the 4th December 1951

**No. 13-60/51-P.**—On return from leave, Dr. (Miss) S. A. Chitale resumed charge of the post of Chief Librarian in this Directorate on the forenoon of the 3rd December 1951.

R. VISHWANATHAN,  
for Director General of Health Services.

### CENTRAL RICE RESEARCH INSTITUTE

#### NOTIFICATION

Cuttack-4, the 3rd December 1951

**No. F. 1-7/48-Pr. 5441.**—Sri M. Subbiah Pillai, Farm Superintendent at Central Rice Research Institute,

Cuttack was granted leave on average pay for 18 days from 10th September 1951 to 27th September 1951.

S. RAMANUJAM,  
Director.

### INDIAN POSTS AND TELEGRAPHS DEPARTMENT Office of the Director General, Posts and Telegraphs

#### NOTIFICATIONS

New Delhi, the 29th November 1951

**No. STA 101-57/51.**—Shri H. P. Mukherjee, officiating Assistant Executive Engineer, Calcutta Telephone District, is granted leave on average pay for one month and eleven days with effect from the 5th November 1951.

The 6th December 1951

**No. SPA.177-3/51.**—Shri P. L. Misra Postmaster Grade A is permitted to retire from service with effect from the 9th December, 1951.

KRISHNA PRASADA,  
Director General,  
Posts and Telegraphs.

### OFFICE OF THE DIRECTOR GENERAL OF CIVIL AVIATION

#### NOTIFICATIONS

New Delhi, the 4th December 1951

**No. ES.41-1/51.**—Mr. J. B. Bayas, Senior Aircraft Inspector, Civil Aviation Department, New Delhi, was granted earned leave for 62 days with effect from the 6th August, 1951, with permission to prefix Sunday, the 5th August, 1951, and suffix Sunday, the 7th October and closed holidays from 8th to 10th October, 1951. On the expiry of his leave on 11th October, 1951, Mr. Bayas was transferred to the Aeronautical Inspection Office, Begumpet Airport, Hyderabad, where he assumed charge of office on the forenoon of 24th October 1951, having been permitted to avail himself of full joining time admissible to him under the Rules.

2. Mr. M. N. Sitaram, Senior Aircraft Inspector, Begumpet Airport, Hyderabad, was relieved of his duties at Begumpet on the 11th October, 1951 (afternoon) on transfer to Bangalore where he assumed charge of office on the 20th October, 1951 (forenoon).

3. This Department's notification No. ES.15-21/51, dated the 4th September, 1951, is hereby cancelled.

**No. EA15-1/51.**—On the expiry of 60 days earned leave granted to Shri K. S. Prabhakar, Assistant Electrical & Mechanical Officer, Calcutta Airport, Dum Dum, with effect from the afternoon of 13th August, 1951 vide this Office Notification of even number dated the 28th September, 1951, he has been transferred to the office of Electrical & Mechanical Officer, Safdarjung Airport, New Delhi where he assumed charge of his duties as Assistant Electrical & Mechanical Officer, on the 24th October, 1951.

**No. EA15-1/51.**—Shri K. C. Bose, Assistant Aerodrome Officer, Civil Aerodrome, Agartala, has been granted earned leave for 45 days with effect from the 22nd October, 1951.

2. Shri J. K. Behram, Assistant Aerodrome Officer, Santacruz has been granted earned leave for thirty days with effect from the afternoon of the 25th September, 1951.

**No. ES.15-29/51.**—Shri R. P. Dhargalkar, Senior Flying Instructor in the Civil Aviation Training Centre, Allahabad, was granted earned leave for 24 days with effect from 23rd October 1951.

The 5th December 1951

**No. E(C)11-3/51.**—Mr. Q. C. Gupta, Technical Officer, relinquished charge of his office in the office of the Controller of Communication, Bombay Region, Bombay on the 15th November 1951 (afternoon) on transfer to the office of the Controller of Radio Construction and Development Units, New Delhi where he assumed charge on the 28th November, 1951 (forenoon).

**No. E(C)11-4/51.**—Mr. N. R. Swami, Officiating Asst. Technical Officer relinquished charge of his office at Radio Construction & Development Units, New Delhi on the 3rd November 1951 (afternoon) on transfer to Aeronautical Communication Station, Visakhapatnam where he assumed charge on the 16th November 1951 (forenoon).



*The 6th December 1951*

**No. EH.15-8/51.**—Shri G. D. Singh, Deputy Director of Air Routes and Aerodromes, Civil Aviation Directorate, New Delhi, was granted earned leave for one day on the 12th November, 1951, with permission to affix Tuesday the 13th November, 1951, closed holiday, to his leave.

K. M. RAHA,  
*Director General of Civil Aviation.*

## THE COLLECTORATE OF CENTRAL EXCISE

### NOTIFICATIONS

*Shillong, the 29th November 1951*

**No. 13.**—Sri Hari Narayan Sahu, an officiating Superintendent of Central Excise made over charge of the post of Superintendent, Central Excise, Dibrugarh II Circle on 15th November 1951 (F.N.) and assumed the charge of the post of the Superintendent of Central Excise, Headquarters, Shillong on 26th November 1951, forenoon on transfer.

B. B. BARMAN,  
*Collector of Central Excise.*

*Allahabad, the 4th December 1951*

**No. 31.**—Shri D. C. Bhatia, an Officiating Superintendent of Central Excise Collectorate Allahabad, is transferred and posted as Superintendent of Central Excise, Kasganj w.e.f. the Forenoon of 23rd November, 1951.

A. V. VENKATESWARAN,  
*Collector.*

## CENTRAL PUBLIC WORKS DEPARTMENT

### NOTIFICATIONS

*New Delhi, the 3rd December 1951*

**No. 06298-EL.**—Shri S. K. Das, Assistant Engineer, attached to the Road Division (E.S.), Kharagpur, was granted earned leave for 21 days from the 26th October 1951 to the 15th November 1951.

*The 4th December 1951*

**No. 3381-EL.**—Shri Niranjana Singh, Section Officer attached to the Andamans Central Division, Port Blair, was appointed to officiate as Assistant Engineer, in the Central Engineering Service, Class II in the Central Public Works Department for the period from the 6th June 1950 to the 14th September 1950.

**No. 02087-EIV.**—Shri H. L. Dutt, Assistant Engineer (Electrical) Class II is granted extraordinary leave without pay and allowances for 31 days with effect from 1st December 1951, in continuation of the extraordinary leave without pay and allowances granted *vide* this office notification No. 02087-EIV, dated the 1st November 1951.

*The 6th December 1951*

**No. 02430-EL.**—Shri Ranbir Singh, Assistant Engineer, attached to the Rehabilitation Stores Division, New Delhi, was granted earned leave for 120 days with effect from the 1st August, 1951 to the 28th November, 1951.

B. S. PURI,  
*Chief Engineer.*

*New Delhi, the 7th December 1951*

**No. 03113-E/CAW.**—Shri K. P. Chakravarty, Assistant Engineer, attached to Calcutta Aviation Division No. II, Calcutta, was granted earned leave for 13 days with effect from the 21st July 1951 F.N. to 2nd August 1951 A.N. under Revised Leave Rules, 1933.

**No. 06882-E/CAW.**—Shri L. S. Chainani, Assistant Engineer, attached to Allahabad Aviation Division, Allahabad was granted earned leave for 24 days with effect from 6th August 1951 F.N. under Revised Leave Rules, 1933.

M. S. MATHUR,  
*Chief Engineer (Avn.).*

## OFFICE OF THE COMMISSIONER OF INCOME-TAX

### NOTIFICATIONS

*Lucknow, the 28th November 1951*

**No. 165.**—Shri C. P. Singh, Incometax Officer, J-Ward, Kanpur, was appointed to hold charge of D-Ward, Kanpur,

in addition to his own duties with effect from 7th June, 1951.

**No. 166.**—Shri Bashir Husain, Incometax Officer, D-Ward, Kanpur, was granted leave on average pay on medical certificate for two months and two days with effect from 7th June, 1951.

**No. 167.**—On return from leave Shri Bashir Husain was reported to Kanpur as Incometax Officer, D-Ward, and Shri Lajpat Rai, Incometax Officer, F-Ward, Kanpur, ceased to hold the additional charge of D-Ward with effect from 8th August, 1951, A.N.

DALIP SINGH,  
*Commissioner of Income-tax,  
U.P. & V.P., Lucknow.*

## CENTRAL WATER AND POWER COMMISSION

### NOTIFICATIONS

*New Delhi, the 5th December 1951*

**No. 350/103/51-Adm.**—Consequent upon the shifting his headquarters from Delhi to Hirakud, Shri B. S. Kohli relinquished charge of the office of Executive Engineer, Central Designs Organization, Central Water and Power Commission, on the 31st October 1951 (After noon) and assumed charge in the same capacity at Hirakud with effect from the 3rd November 1951 (Forenoon).

*The 6th December 1951*

**No. 186/145/51-Adm.**—On transfer Shri C. L. Rangana- than relinquished charge of the office of Extra Assistant Director, Central Water and Power Commission on the 11th October, 1951 (A.N.) and assumed charge of the office of Assistant Research Officer, Central Water & Power Research Station, Poona, with effect from the 22nd October, 1951 (F.N.).

V. S. ANNASWAMI,  
*Secretary,  
for Chairman, Central Water and Power Commission.*

*Simla, the 6th December 1951*

**No. Z-1132.**—Mr. M. M. Dhawan, Assistant Secretary, has been granted an extension of earned leave for 31 days with effect from the 1st December 1951, with permission to suffix the closed holiday on the 1st January 1952, to his leave.

G. S. BAKSHI,  
*for Chairman,  
Central Water & Power Commission,  
(Power Wing).*

## DEPARTMENT OF ANTHROPOLOGY

### NOTIFICATION

*Calcutta, the 3rd December 1951*

**No. 4299.**—Mr. S. R. Das, M.Sc., Assistant Radiologist is granted earned leave for 12 days from 13th November to 24th November 1951 with permission to suffix Sunday the 25th November 1951.

Mr. Das, on the expiry of his leave was likely to return to duty to the same post at the station from which he proceeded on leave.

E. C. BUCHI,  
*for Director.*

## EAST INDIAN RAILWAY

### NOTIFICATIONS

*Calcutta, the 1st December 1951*

**No. AE.3675.**—Mr. A. K. Chakravarti, officiating Executive Engineer (Senior Scale) was granted leave on average pay for 54 days combined with leave on half average pay for 26 days with effect from the 12th January, 1951 to the 1st April 1951 (both days inclusive).

*The 4th December 1951*

**No. PTG/E/16/P. II.**—Mr. G. C. Sen, Superintendent of Printing and Stationery is granted leave on average pay for 2 months with effect from the forenoon of 1st December 1951.

**No. AE.2134/Prom/7-3-1.**—The date of confirmation of Mr. P. N. Mathur, in the senior scale of the Transportation

(Power) and Mechanical Engineering Deptt. of the superior Revenue Establishment, East Indian Railway, is revised as indicated below :—

Name.—Mr. P. N. Mathur.

President date of confirmation.—15th December, 1949.

Revised date of confirmation.—5th August, 1949.

**No. AE.2134/Prom/3-2.**—The following Junior Scale Officers of the Transportation (Power) and Mechanical Engineering Department, are confirmed in the Senior Scale with effect from the dates noted against each :—

Name and Date of confirmation.

1. Mr. E. N. T. Connolly—15th December, 1949.
2. Mr. F. C. West—17th December, 1949.
3. Mr. K. N. Banerjee—16th January, 1950.

The 5th December 1951

**No. G/Staff/101.**—Mr. D. K. Khasnobis officiating Executive Engineer was granted leave on average pay from the 4th October, 1951 to the 24th October, 1951 (both days inclusive).

The 6th December 1951

**No. AE-2494.**—Mr. H. D. Singh, officiating Dy. Controller of Stores, East Indian Railway, was granted leave on average pay for 4 weeks with effect from 3rd October 1950 (C.P.C.).

B. B. VARMA,  
General Manager.

### EASTERN PUNJAB RAILWAY

#### NOTIFICATION

Delhi, the 27th November 1951

**No. 115.**—Shri Jagan Nath, a Subordinate of the Stores Department, Eastern Punjab Railway, is appointed to officiate in Class II service in that Department, on this Railway with effect from the 22nd October, 1951.

DAYA CHAND,  
Chief Administrative Officer.

### WESTERN RAILWAY

#### NOTIFICATIONS

Bombay, the 24th November 1951

**No. E434-11-1.**—Mr. M. D. Fonseca, officiating Chief Clerk (Class III), has been appointed to officiate as Assistant Personnel Officer (Class II), with effect from 11-10-51.

**No. 434-11-2.**—Mr. B. Y. Shenoy, Personal Assistant to Chief Medical Officer (Class III), has been appointed to officiate as Assistant Personnel Officer (Class II), with effect from 11-10-51.

**No. 434-11-3.**—Mr. A. L. Sequeira, Officiating Depot Superintendent (Class III), G.I.P. Railway (now Central Railway), has been appointed to officiate as Assistant Controller of Stores (Class II), B.B. & C.I. Railway (now Western Railway), with effect from 10-10-51.

**No. E434-11-4.**—Dr. R. C. Vevaina, Dist. Medical Officer (Senior Scale), proceeded on leave on average pay for 25 days with effect from 10-10-51.

**No. E434-11-5.**—Mr. J. S. Kirby, Executive Engineer (Water Supply) (Senior Scale), availed himself of privilege leave for 3 days with effect from 24-9-51. He returned from leave and resumed duty on 27-9-51.

**No. E434-11-6.**—Mr. T. R. Vachha, Officiating Executive Engineer (Senior Scale), reverted to his substantive post of Assistant Engineer (Junior Scale), consequent on his proceeding on privilege leave for 17 days with effect from 8-10-51. He returned from leave and resumed duty on 25-10-51. He has been appointed to officiate as Executive Engineer (Senior Scale), from 25-10-51.

**No. E434-11-7.**—Mr. H. S. Pandya, Bridge Inspector (Class III), has been appointed to officiate as Assistant Engineer (Class II), with effect from 5-10-51.

**No. E434-11-8.**—Mr. N. G. Shah, officiating Assistant Engineer (Class II), reverted to his substantive post of Sub-Engineer (Class III), with effect from 27-9-51. He has again been appointed to officiate as Assistant Engineer (Class II), with effect from 17-10-51.

**No. E434-11-9.**—Mr. C. L. Kapur, Executive Engineer (Senior Scale), availed himself of leave on full pay for

4 days with effect from 17-10-51. He returned from leave and resumed duty on 22-10-51 as 21-10-51 was Sunday.

**No. E434-11-10.**—Mr. E. R. Barnes, Officiating Assistant Engineer (Class II), reverted to his substantive post of Bridge Inspector (Class III), with effect from 1-10-51.

**No. E434-11-11.**—Mr. K. P. Khare, Assistant Engineer (Junior Scale), has been appointed to officiate as Executive Engineer (Senior Scale), with effect from 4-10-51.

**No. E434-11-12.**—Mr. J. H. Talati, Executive Engineer (Senior Scale), availed himself of one day's privilege leave on 1-10-51. He returned from leave and resumed duty on 2-10-51.

**No. E434-11-13.**—Mr. C. C. Gilbert, Assistant Engineer (Junior Scale), returned from leave and resumed duty on 15-9-51 and he has been appointed to officiate as Executive Engineer (Senior Scale), from that date.

**No. E434-11-14.**—Mr. J. F. Taraporwalla, Assistant Engineer (Class II), proceeded on 2 months' sick leave with effect from 10-9-51.

**No. E434-11-15.**—Mr. D. G. Jones, officiating Assistant Signal Engineer (Wireless) (Class II), reverted to his substantive post of Electrical Foreman (Class III), consequent on his proceeding on sick leave with effect from afternoon of 10-8-51.

**No. E434-11-16.**—Mr. M. V. Shanker, officiating Chief Signal Inspector (Class III), has been appointed to officiate as Assistant Signal Engineer (Wireless) (Class II), with effect from 11-8-51.

**No. E434-11-17.**—Mr. S. K. Iyer, Assistant Engineer (Junior Scale), has been appointed to officiate as Executive Engineer (Senior Scale), with effect from 22-9-51.

**No. E434-11-18.**—Mr. G. L. Dhamija, Assistant Traffic Superintendent (Junior Scale), has been appointed to officiate as Dist. Traffic Superintendent (Senior Scale), with effect from 10-9-51.

**No. E434-11-19.**—Mr. W. H. A. Green, Chief Clerk (Class III), has been appointed to officiate as Supdt., Rly. School, Telegraphs (Class II), with effect from 3-10-51.

**No. E434-11-20.**—Mr. L. J. Samant, officiating Asstt. Traffic Supdt. (Class II), reverted to his substantive post of Head Clerk (Class III), with effect from 4-10-51.

**No. E434-11-21.**—Mr. Mangalsen, Train Controller (Class II), was appointed to officiate as Supdt., Railway School, Telegraphs (Class II), with effect from 9-7-51. He reverted to his substantive post of Train Controller (Class III), with effect from 3-10-51. He has again been appointed to officiate as Assistant Traffic Supdt. (Class II), with effect from 5-10-51.

**No. E434-11-22.**—Mr. H. T. Busby, officiating Asstt. Traffic Supdt. (Class II), reverted to his substantive post of Movement Inspector (Class III), with effect from 5-10-51.

**No. E434-11-23.**—Mr. S. M. C. Pinto, Movement Officer (Senior Scale), availed himself of leave on average pay for 52 days and not 2 months as intimated in item No. EA416-377 sent under this office letter No. E416, dated 19-10-51. He returned from leave and resumed duty on the afternoon of 6-10-51.

**No. E434-11-24.**—Capt. R. Srinivasan, Asstt. Traffic Supdt. (Junior Scale), proceeded on leave on average pay for 43 days with effect from 6-10-51.

**No. E434-11-25.**—Mr. C. N. Kapur, Asstt. Mechanical Engineer (Junior Scale), was appointed to officiate as District Mechanical Engineer (Senior Scale), with effect from 18-9-51. He reverted to his substantive post of Asstt. Mechanical Engineer (Junior Scale), with effect from 1-11-51.

**No. E434-11-26.**—Mr. E. S. Muthukrishna, District Mechanical Engineer (Senior Scale), returned from leave and resumed duty on 1-11-51.

K. P. MUSHRAN,  
General Manager.

### BENGAL NAGPUR RAILWAY

#### NOTIFICATIONS

Calcutta, the 27th November 1951

**No. E/321.**—Mr. B. B. Mukherjee, Inspector of Works, is promoted to officiate in Class II Service as Assistant Engineer with effect from 28th August, 1951.

**No. E/275.**—Mr. S. S. Ganguli, Officiating Station Executive Officer, is appointed to officiate as District Engineer with effect from 7th September, 1951.

No. L/146.—Mr. M. G. Varma, Asstt. Loco & Carr: Supdt. on probation, is appointed to hold current charge of the post of District Loco & Carr. Supdt. with effect from 29th August, 1951.

No. 14F/2.—Mr. W. C. B. Seth, Foreman, is promoted to officiate in Class II Service as Assistant Works Manager with effect from 1st September, 1951 F.N.

No. 14G/2.—Mr. B. R. Deb, Officiating Chief Rates Clerk, is promoted to Officiate in Class II Service as Asstt. Commercial Officer (Claims) with effect from 17th October, 1951.

No. 14G/2.—Mr. S. G. K. Rao, Station Superintendent, is promoted to Officiate in Class II Service as Asstt. Commercial Officer (Ticket Checking) with effect from 23rd August, 1951 A.N.

No. D/29.—Mr. A. N. Seine, Officiating Asstt. Personnel Officer (Traffic) Class II was appointed to officiate in Class II Service as Asstt. Secy. (Complaints) for the period from 30th August, 1951 to 16th October, 1951 and as Asstt. Personnel Officer (Engineering) (Class II) with effect from 17th October, 1951.

No. E/289.—Mr. J. V. L. Narasimham, Officiating Asstt. Personnel Officer (Engineering) (Class II) on transfer to the General Manager's Office is appointed to officiate as Assistant Secretary (Complaints) Class II, with effect from 17th October, 1951.

No. S/32.—Mr. S. N. Dutt, Asstt. Controller of Stores, is promoted to Officiate as District Controller of Stores with effect from 31st October, 1951.

No. 14C/2.—Mr. A. E. Bryan, Officiating Stores Office Assistant, is promoted to officiate in Class II Service as Assistant Controller of Stores with effect from 27th October, 1951.

No. 14G/2.—Mr. P. Chakravarty, Traffic Inspector, is promoted to Officiate in Class I Service as Assistant Commercial Officer with effect from 15th October, 1951.

14/236—LLXXXIV.—The undermentioned Officers have been granted leave with effect from the dates noted against their names :—

Name	Designation	Nature of leave taken	Date from which availed of
Mr. S. C. Banerjee ..	Offg. Asstt. Engineer (Class II).	Combined leave for 120 days viz. leave on average pay for 86 days and commuted leave for 34 days.	25-9-51
Mr. K. C. Basu ..	Asstt. Engineer (Class II).	Leave on average pay for 8 days.	6-8-51
Mr. R. M. Bhowmick ..	District Engineer ..	Extension of Combined leave for 6 months viz. leave on half average pay for 74 days, leave not due for 80 days and leave without pay for 29 days.	25-3-51
Mr. M. C. Kudari ..	Asstt. Engineer	Leave on average pay for 8 days.	21-4-51
Mr. G. B. Singh ..	Offg. District Engineer.	Leave on average pay for 30 days.	7-9-51
Mr. K. P. Ramalingam ..	Asstt. Electrical Engineer (on probation.)	Leave on average pay for 76 days.	20-8-51
Mr. H. B. Deshpande ..	Chemist & Metallurgist.	Leave on average pay for 106 days and leave on half average pay for 3 months and 19 days preparatory to retirement.	28-5-51
Mr. A. K. Mandal ..	A.C.O. (Claims) on probation.	Leave on average pay for 45 days with permission to prefix Durga Puja holidays from 12-10-51 to 15-10-51.	16-10-51
Mr. P. Guha ..	Offg. A.C.O. (Class II).	Leave on average pay for one day.	17-7-51
Mr. P. Guha ..	Offg. A.C.O. (Class II).	Leave on average pay for two days.	23-7-51
Mr. T. O. Johnson ..	Offg. Asstt. Supdt. Catering (Class II).	Leave on average pay for 10 days.	17-5-51
Mr. T. O. Johnson ..	Do.	Leave on average pay for 59 days.	8-8-51
Mr. P. C. Roy ..	Offg. A.C.O. (Class II).	77 days leave preparatory to retirement.	23-8-51
Mr. R. G. B. Singh Ball ..	Offg. A.C.O. (Class II).	Leave on average pay for 13 days with permission to prefix and suffix Sundays on 9-9-51 & 23-9-51	10-9-51
Mr. M. C. Ager ..	Offg. A.C.O. (Class II).	Extension of leave on average pay for 21 days.	25-8-51
Mr. W. C. A. Watson ..	Offg. A.T.O. (Class II).	Leave on average pay for 13 days.	28-12-50
Mr. W. C. A. Watson ..	Do.	Leave on average pay for 16 days.	30-7-51
Mr. L. M. D' Cruz ..	District Transportation Officer (Priority).	Leave on average pay for 30 days.	28-9-51
Mr. G. K. Khanna ..	Offg. D.T.O. ..	Leave on average pay for 56 days prior to termination of service due to resignation.	18-7-51

Name	Designation	Nature of leave taken	Date from which availed of.
Mr. A. K. Chakravarti ..	Offg. Supdt. Traffic, Vizagapatam Port.	Leave on average pay for 21 days with permission to prefix the holidays from 8th to 10th October 1951.	11-10-51
Mr. A. E. Mitchell ..	Offg. Asstt. Supdt. Mech. Vizagapatam Port.	Privilege leave for 10 days.	13-10-51
Mr. S. N. Bayankar ..	Offg. pilot, Vizagapatam Port.	Leave on average pay for 18 days.	6-10-51
Mr. G. M. Gidwani ..	Offg. Senior Accounts Officer.	Leave on average pay for 12 days with permission to prefix Sunday the 28th October 1951 and holiday the 29-10-51.	30-10-51
Mr. H. V. Samuel ..	Asstt. Comml. Officer.	Leave on average pay for 45 days.	9-10-51

14/236—LLXXXV.—The undermentioned Officers returned to duty from leave on the dates noted against their names :—

Name	Designation	Date of resuming duty.
Mr. K. C. Basu ..	Asstt. Engineer (Class II)	14-8-51
Mr. R. M. Bhowmick ..	District Engineer ..	24-9-51
Mr. M. C. Kudari ..	Assistant Engineer ..	26-4-51
Mr. G. B. Singh ..	Offg. District Engineer ..	7-10-51
Mr. K. P. Ramalingam ..	Asstt. Elect. Engineer (on probation)	6-11-51
Mr. P. Guha ..	Offg. A.C.O. (Class II) ..	18-7-51
Mr. P. Guha ..	Offg. A.C.O. (Class II) ..	25-7-51
Mr. T. O. Johnson ..	Offg. Asstt. Supdt. Catering (Class II)	28-5-51
Mr. T. O. Johnson ..	Do.	6-8-51
Mr. R. G. B. Singh Ball ..	Offg. A.C.O. (Class II) ..	24-9-51
Mr. M. C. Ager ..	Offg. A.C.O. (Class II) ..	16-7-51
Mr. G. K. Verma ..	Offg. District Commercial Officer	13-10-51
Mr. W. C. A. Watson ..	Offg. Assistant Transportation Officer (Class II)	10-1-51
Mr. W. C. A. Watson ..	Do.	15-8-51
Mr. L. M. D' Cruz ..	District Transportation Officer (Priority) ..	29-10-51
Mr. A. K. Chakravarti ..	Offg. Supdt. Traffic, Vizagapatam Port ..	1-11-51
Mr. A. E. Mitchell ..	Offg. Asstt. Supt. Mechanical, Vizagapatam Port.	23-10-51
Mr. S. N. Bayankar ..	Offg. Pilot, Vizagapatam Port ..	24-10-51
Mr. G. M. Gidwani ..	Offg. Senior Accounts Officer ..	12-11-51
		(11-11-51 being Sunday).

P. C. BAHL,  
General Manager.

## UNION PUBLIC SERVICE COMMISSION

### Advertisement No. 49

Applications invited for undermentioned posts from Indian citizens and persons migrated from Pakistan with intention of permanently settling in India or subjects of Nepal, Sikkim or Portuguese or French possession in India. Upper age limit relaxable by 3 years for scheduled castes, tribal and aboriginal communities and displaced persons. No relaxation for others save in exceptional cases and in no case beyond three years. Particulars and application forms from Secretary, Union Public Service Commission, Post Box No. 186, New Delhi. Applications for forms must specify name of post. Closing date for applications with treasury receipt Crossed Indian Postal Order for Rs. 7/8/- (Re. 1/14/- for scheduled castes and tribes) 3th January, 1952 (19th January, 1952, for applicants abroad) Commission may remit genuinely indigent and bona fide displaced persons' fee. Separate application with separate fee required for each post. Candidates abroad may apply on plain paper if forms not available and deposit fees with local Indian Embassy. If required candidates must appear for personal interview.

1. One Assistant to Director of Medical and Health Services, Vindhya Pradesh.—Permanent and pensionable. Pay :—Rs. 150—5—200—E.B.—10—300 (Revision of scale under consideration), plus non-practising allowance of 25 per cent. of pay subject to maximum of Rs. 50 p.m. (provisional). Higher initial pay upto Rs. 230 p.m. to specially well-qualified and experienced candidate. Age :—Between 25 and 40 years. Qualifications :—Essential—(i) Graduate in Medicine and Surgery or equivalent. (ii) About 2 years' experience in hospital or as private practitioner. (iii) Some knowledge of office procedure and routine followed in hospitals.

2. *One Assistant Insect Epidemiologist, Indian Agricultural Research Institute.*—Permanent but vacancy temporary and likely to become permanent. Other things being equal, preference to scheduled caste or scheduled tribe candidates. Pay :—Rs. 275—25—500—E.B.—30—650—E.B.—30—800. Age :—Below 35 years. Relaxable for Government servants. Qualifications :—*Essential*—(i) At least Master's or equivalent Honours degree in Zoology. (ii) Post-graduate training in Entomology or Associateship of Indian Agricultural Research Institute in Entomology. (iii) About 5 years' research experience in Entomological problems relating to insect population studies. (ii) and (iii) relaxable at Commission's discretion for highly qualified candidates.

3. *One Assistant Research Officer (Hormones), Animal Genetics Section, Indian Veterinary Research Institute, Izatnagar.*—Temporary but likely to continue. Other things being equal, preference to scheduled caste candidates. Pay :—Rs. 275—25—500—E.B.—30—650—E.B.—30—800. Rent free unfurnished quarters provided at Mukteswar so long this concession is allowed by Government. Age :—Between 25 and 35 years. Relaxable for Government servants. Qualifications :—*Essential*—(i) Degree or diploma in Veterinary or Medical Science. OR M.Sc. in Physiology, Biochemistry or Zoology OR Associateship of Indian Veterinary Research Institute. (ii) Training in Reproductive Physiology. (iii) About 5 years' research experience in (a) Preparation and assay of sex hormones, (b) Biochemical analysis of semen and (c) Pregnancy diagnosis. (ii) and (iii) relaxable at Commission's discretion for otherwise well-qualified candidates.

4. *One Law Lecturer, Indian Administrative Service Training School, Delhi.*—Permanent with normal tenure of 3 years extendable upto 5 years. Pay :—(i) For serving members of State Judicial Service :—Pay in time-scale plus Rs. 150 p.m. special pay. (ii) For retired members of State Judicial Services :—Rs. 1,000 p.m. or pay last drawn minus pension whichever is less. Age :—Between 50 and 52 years for serving members. No age limits for others. Qualifications :—*Essential*—Recently retired or serving member of State Judicial Services who has served or is serving as District and Session Judge. Officers who had worked as Criminal Magistrates in their earlier career preferred.

5. *One Civilian Technical Assistant.*—Temporary but likely to become permanent. Pay :—Rs. 275—25—500—E.B.—30—650—30—800. Higher initial pay to specially well-qualified and experienced candidate. Age :—Below 35 years. Relaxable for Government servants to the extent of their Government service. Qualifications :—*Essential*—(i) First class degree in Mechanical Engineering of recognised University or First Class B.O.T. Engineer certificate. (ii) Some experience in gunnery or gunmounting or high pressure compressors or torpedo tubes or range finders or binocular repairing or overhauling hydraulic systems in workshop and ships. Relaxable at Commission's discretion for otherwise well-qualified candidates.

6. *One Deputy Refrigeration Engineer.*—Temporary but likely to continue indefinitely. Pay :—Rs. 600—40—1,000—1,000—1,050—1,050—1,100—1,100—1,150. Age :—Between 25 and 35 years. Relaxable for Government servants. Qualifications :—*Essential*—(i) Degree in Mechanical Engineering or preferably in Mechanical and Electrical Engineering of recognised University or equivalent. (ii) About 3 years' good experience in installation and maintenance of ice and cold storage plants of industrial type. Relaxable at Commission's discretion for otherwise highly qualified candidates.

7. *One Senior Sister Tutor I, College of Nursing, New Delhi.*—Temporary but likely to become permanent. Other things being equal, preference to scheduled caste candidate. Pay :—Rs. 320—20—400. Messing allowance Rs. 50 p.m., Uniform and dhobi allowance Rs. 13/- p.m., free furnished quarters with benefit of free electricity and water and dearness allowance at the usual rate allowed. Higher initial pay upto Rs. 360/- to specially well-qualified candidate. Age :—Below 35 years. Relaxable for Government servants. Qualifications :—*Essential*—(i) Matriculate of recognised University or equivalent. (ii) Registered as fully trained and certified general nurse and midwife. (iii) About 5 years' experience in senior nursing post of which about 3 years should be as Sister Tutor-in-Charge in recognised School of Nursing giving senior grade training in that area. (iv) Sister Tutor's certificate. (v) Public Health Nursing diploma.

D. C. DAS,  
Secretary,  
Union Public Service Commission.

## CENTRAL EXCISE COLLECTORATE, DELHI

## AUCTION NOTICE

Delhi, the 8th December 1951

The undermentioned confiscated Mechanical Cigarette Lighters along with their accessories and parts, which had been confiscated to the Government and in respect of which the option to redeem, on payment of a redemption fine, has not been exercised by the owners, will be sold through a public auction to be held on 26-12-51 at 11 A.M. subject to the following conditions, in the office of the Collector of Central Excise, Talkatora Barracks, New Delhi.

## List of Mechanical Lighters to be auctioned

<b>I. Category (complete lighters)</b>	
(1) Lighters (Brass) small size ..	91
(2) Lighters (White and black metal) ..	623
Total ..	714
<b>II. B. Category (Incomplete Lighters)</b>	
(1) Refills with flints and screws ..	3,523
(2) Refills without flints and screws ..	1,684
(3) Lighters (Incomplete) lying in Collector's Office ..	376
Total ..	5,583
<b>III. C. Category (other accessories)</b>	
(1) Rings ..	4 Boxes.
(2) Screws with springs ..	1 Box.
(3) Chains ..	1 Box.
(4) Cotton and Wicks ..	1 Box.
(5) Washers ..	1 Envelope.
(6) Flints ..	1 Envelope.
(7) Screws ..	1 Envelope.
(8) Caps of Cigarette Lighters ..	73
(9) Middle parts of Lighters ..	427
(10) Incomplete Lighter (Tubular pieces) ..	2
(11) Cut Pieces (Caps) ..	5

## Conditions

1. The amount of excise duty, which will be announced at the time of auction, shall be payable in addition to the amount of successful bid.

2. The goods will not be sold below a reserve price which will be kept secret and the department reserves the right to accept or reject any bid. No bid shall be deemed to be finally accepted unless the acceptance is confirmed by the Assistant Collector (Hqrs.) of Central Excise, New Delhi and no appeal shall lie against his decision in the matter.

3. Pending such confirmation, the provisionally successful bidder shall forthwith deposit the amount of the bid and the duty into the nearest Government Treasury and produce the relative receipted chalangas to the officer conducting the auction.

Should the bid be not approved by the Assistant Collector (Hqrs.) the amount deposited will be refunded.

4. If the amount is not deposited as stipulated above the goods will be resold in any manner which the Assistant Collector (Hqrs.) will deem fit and in the event of their fetching a lesser price, the difference shall be made good by the bidder who defaulted.

5. The goods will be delivered to the successful bidder as soon as orders of the Assistant Collector (Hqrs.) confirming the bid are received.

6. The goods will be open to view from 22-12-51.

B. N. BANERJI,  
Collector,  
Central Excise Collectorate, New Delhi.

